

MORTGAGE RECORD NO. 58

This Indenture, Made this seventeenth day of March in the year of our Lord nineteen hundred and twenty between Ralph H. Hurd and Newel M. Hurd, his wife, of Lawrence in the County of Atchison and State of Kansas, of the first part, and Allison Trigon of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The South Half of the following described tract; Commencing at the northwest corner of the North East Quarter of Section Six (6) Township Thirteen (13) Range Twenty (20), Chance East Thirty eight (38) rods, thence South Twenty eight (28) rods, two (2) inches; thence West Thirty eight (38) rods, thence North Twenty eight (28) rods, two (2) inches to place of beginning, all in Douglas County, Kansas, containing three and thirty five hundredths (3.35) acres more or less, according to survey.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand (\$2000.00) according to the terms of one certain note this day executed and delivered by the said Ralph H. Hurd and Newel M. Hurd to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Ralph H. Hurd (SEAL)
Newel M. Hurd (SEAL)

STATE OF KANSAS
Missouri
Clinton County

BE IT REMEMBERED, That on this 26th day of March A. D. 1920, before me, the undersigned a Notary Public in and for said County and State, came Ralph H. Hurd and Newel M. Hurd, his wife,

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires April 2 1921

Arthur E. Trice Notary Public.

Filed for Record the 4 day of May A. D. 1920 at 445 o'clock P.M.

Esther Norek Register of Deeds
Ernest Flora Deputy.

This instrument is subject to the original instrument. Thereafter herein described have been paid in full. This instrument is subject to the original instrument. This instrument is subject to the original instrument.

Recorded March 29, 1922
Arthur E. Trice
Register of Deeds