

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.

The note herein described, and the ten thousand dollars paid in full, this mortgage is hereby

released and the ten thousand dollars created thereon is

As witness my hand this 9th day of February, A. D. 1924

Notary Public for Douglas County, Kansas

My Comm. Expires Dec 26, 1924

This Indenture, Made this 27th day of January in the year of our Lord nineteen hundred twenty between H. A. Edler and Olive M. Edler, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Mary Black (a widow) of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of seven thousand and no/100 DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do well 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 Northwest quarter of Section number twenty in Township number fourteen south of range number twenty one east, subject to a first mortgage of \$6000.00 payable to the Northwestern Mutual Life Insurance Co. of Milwaukee.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said H. A. Edler and Olive M. Edler, his wife 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 inalienable estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$6000.00

This Grant is intended as a Mortgage to secure the payment of the sum of seven thousand Dollars according to the terms of one certain Note this day executed and delivered by the said H. A. Edler and Olive M. Edler, his wife to the said party of the second part Mary Black

and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said

heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

H. A. Edler (SEAL)
Olive M. Edler (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27 day of January A. D. 1924, before me, J. B. Starr a Notary Public in and for said County and State, came H. A. Edler and Olive M. Edler, his wife,

(28) to me personally known to be the same person 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 Dec 4 1922

J. B. Starr Notary Public.
Estelle R. Schump Register of Deeds
Fernie Elmer Deputy.

Filed for Record the 8 day of May A. D. 1924 at 5:50 o'clock A. M.

The following is endorsed on the original instrument
This note having been described having paid in full this mortgage is hereby released