

MORTGAGE RECORD NO. 58

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas.
Do hereby certify that the foregoing is a true and correct copy of the mortgage herein recorded.
Attest: My hand and the seal of said Court, this 18th day of January, 1922.
J. J. Callahan, Clerk District Court.

ATTEST:
Jesse C. Callahan
(Notary Public)

This Indenture, Made this 1st day of December in the year of our Lord nineteen hundred twenty (1920), between Dirby M. Rill, an unmarried man, of Ingonopie in the County of Leavenworth and State of Kansas, of the first part, and Ella Hardtarfer of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Two thousand and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part her 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:

Beginning at a point five (5) rods south of Northwest corner of Southwest quarter of Northeast quarter Section Nineteen (19) Township Twelve (12), South of Range Twenty (20), East, thence East Eighty (80) rods, South Seventy (20) rods, West Eighty (80) rods, thence North Twenty (20) rods to place of beginning, containing Ten (10) acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Dirby M. Rill, an unmarried man do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 and no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Dirby M. Rill 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, her 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 making such sale, on demand, to said

boirs and assigns.
IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Dirby M. Rill (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1922, before me, Geo. P. Kreech a Notary Public in and for said County and State, came Dirby M. Rill, an unmarried man

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 Jan'y 18 1922 Geo. P. Kreech Notary Public.

Filed for Record the 1 day of Dec A. D. 1920, at 245 o'clock P.M.
Estelle Northrup, Register of Deeds
Ernest Thow, Deputy.