

MORTGAGE RECORD NO. 60

in the year of our Lord
in the County of

of the second part:
of the sum of
DOLLARS,

grant, bargain,
tract or parcel of land

premises, above granted,

the sum of

of the second part
thereon

my part thereof, or inter-
amount shall become due
ators and assigns, at any
moneys arising from such
he overplus, if any, there
first

hand, and seals
(SEAL)
(SEAL)
(SEAL)

D. 1922, before me,
County and State, came
McCauley
personally known to be
of the same.

Notary Public,
o'clock, M.
Register of Deeds
Deputy.

This Indenture, Made this 16th day of January in the year of our Lord
his wife, ~~Elizabeth Eberhart~~ Mary Eberhart, his wife of Lawrence, P.O. in the County of
Douglas and State of Kansas, of the first part, and
H. W. Ulrich of the second part:

WITNESSETH That the said part... of the first part, in consideration of the sum of
Four Hundred DOLLARS,
to the said... duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain,
sell and mortgage to the said part... 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: Commencing 40 rods East
of the South West corner of the South East quarter of Section 2 Township
14, Range 19: thence North 40 rods: thence East 40 rods thence
South 40 rods thence West 40 rods to the place of beginning, All of the
West 4.55 Acres of the South 20 Acres of the East Half of the South East
quarter of Section 2, Township 14 Range 19. Also Commencing
80 rods East of a point 16 chains 80 links North of the Southwest
corner of the South East quarter of Section 3 Township 14 Range 19
thence North 27.20 rods: thence West 28 rods: thence North
27.20 rods: thence East to the place of beginning, and con-
taining in the aggregate of all other tracts 115 acres
more or less.
with all the appurtenances, and all the estate, title and interest of the said part... 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 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
Four Hundred dollars
according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said part... of the second part
due three years after date, with 7% interest from
date until paid, payable semi-annually.
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or inter-
est 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 part... 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 part... making such sale, on demand, to said first parties
or their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
Errett Eberhart (SEAL)
Leona Eberhart (SEAL)
M. A. Eberhart (SEAL)
Mary Eberhart Seal
STATE OF Kansas
Douglas County } ss.

RE IT REMEMBERED, That on this 16 day of January A. D. 1923, before me,
the undersigned Notary Public in and for said County and State, came
Errett Eberhart & Leona Eberhart his wife & M. A.
Eberhart & Mary Eberhart his wife to me personally known to be
the same persons who executed the foregoing instrument and duly acknowledged 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 September 15th 1926 E. J. Hilkey
Notary Public,
o'clock, M.

Filed for Record the 19 day of Jan. A. D. 1923 at 5:00 o'clock P. M.
E. J. Hilkey
Register of Deeds
Deputy.

For Release Book 99- Page 442
The following is a true and correct copy of the original instrument
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 17 day of Jan. A. D. 1923
W. H. Ulrich
Attest
E. J. Hilkey
Notary Public,
o'clock, M.
Register of Deeds
Deputy.