

## MORTGAGE RECORD 72

SAWL DOGS NORTH STATIONERY CO KANSAS CITY MO 64108

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Henry A. Edler et ux	This instrument was filed for record on the 13th day of Oct. A. D., 1928, At 9:05 A. M.
TO	By <u>Asa E. Wellman</u> Register of Deeds.
Peoples State Bank	Deputy.

Reg. No. 3769  
Fee Paid 675

THIS INDENTURE, Made this 5th day of September in the year of our Lord nineteen hundred twenty eight between Henry A. Edler and Olive Edler, husband and wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and Peoples State Bank, Baldwin, Kansas

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two Thousand Seven Hundred & no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its 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:

North west Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20) Township  
Fourteen (14) Range Twenty One (21) containing 160 acres  
more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

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 except a mortgage of about \$3200.00 in favor of the Kansas City Joint Land Bank

This grant is intended as a mortgage to secure the payment of the sum of Twenty Seven Hundred & No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said

Henry A. Edler and Olive Edler, his wife

to the said part y 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 part ies of the second part their 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 part y making such sale, on demand, to said Henry A. Edler and Olive Edler, his wife, heirs and assigns

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

Signed, sealed and delivered in presence of

Henry A. Edler (SEAL)  
Olive Edler (SEAL)

STATE OF KANSAS, } ss.  
COUNTY OF Douglas BE IT REMEMBERED, That on this 5th day of September A. D. 1928 before me Ora Bacon a Notary Public in and for said County and State, came Henry A. Edler and Olive Edler, his wife, to me personally known to be the same person who executed the foregoing instrument of writing 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 November 25, 1931. xx Ora Bacon Notary Public.

## RELEASE.

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 day of A. D. 19

ATTEST:

In Person at Bank 77-Page 17-