5.5661 Book 110 . This Indenture, Made this day of July 2nd A. D. 19 55 , between Ruby E. Miles and her husband, E.L. Hiles of Beldwin City , in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part 1es of the first part, in consideration of the sum of Seven Thousand and no/100----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party 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: All that portion of Lots Nos. Fourteen (14), Sixteen (16) and Eighteen (18) on Baker Street, and of Lots Nos. Three (3), Five (5), Seven (7), Nine (9) and Eleven (11) on Chapel Street, Lying South and West of the Right of Way of the State Highway, and also all of Lots Nos. Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (10) and Twenty One (21) on Chapel Street, all in Baldwin City. with all the appurtenances, and all the estate, title and interest of the said part 108 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 a 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 Seven Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part 1es of the first part to the said part y ... of the second part and this conveyance shall be void if such payments be made as herein specd. 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 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, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and m such sale to retain the amount then due for principal and interest, together ith the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the patty making such sale, on idemand, to said parties of the first part, their heirs and assigns In Witness Whereof, The said part 1es of the first part ha ve hereunto set their hand g and seal g the day and year first above written. Ruby & Miles Hully E. Miles Signed, Sealed and delivered in presence of (SEAL) En Diles (SEAL) 1 (SEAL) E.L. Miles STATE OF KANSAS \$ 55. (SEAL) Dougla s County, Be It Remembered, That on this 2nd day of July A. D. 19 55 before me, the undersigned . • Notary Public i for Hald County and State, came Ruby E. Miles and her husband E.L. Miles , a Notary Public in and to me personally known to be the same persons who executed the foregoing instrument of writing, Upan 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. 31-1956 Jaarl. My Commission expires

(dame Suid )

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