

my notarial seal on the day and year last above written.

Notary Public Term expires May 15 1915.

(SEAL) W. M. Clark, Notary Public.

Recorded May 18th A.D. 1911 at 3:25 P.M.

This Indenture made this 7th day of April in the year of our Lord Nineteen hundred eleven between H. J. Allen and Elsie Allen, his wife, Charles E. Beeks and Ella Beeks, his wife, W. C. Markham and Carrie H. Markham, his wife, W. F. Allen and Florence Allen: his wife, C. A. Harpster and Kathryn H. Harpster, his wife, M. J. Stickel and Bessie E. Stickel, his wife, parties of the first part and A. D. Butell, party of the second part: Witnesseth, that the said parties of the first part in consideration of the sum of Five Thousand dollars (\$5000.00) to them duely 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, his heirs and assigns, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:- All of lot Seventy one (71) and the east twenty (20) feet of lot seventy three (73) all on Grove Street Baldwin City County and State aforesaid, with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 five thousand dollars and interest according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part, due in three years with interest at the rate of six per cent per annum according to the terms of six interest coupons attached 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 interest thereon, or the taxes, or if insurance both fire and tornado equal to the amount of this loan is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and is 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 monies arising from such sales to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns.

In Witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

H. J. Allen
Elsie J. Allen
Chas E. Beeks
Ella Beeks

Recorded Nov. 17 1926
J. E. Wellman
Register of Deeds

The following is entered on the original instrument:
The note hereby secured by this mortgage is hereby
released and the lien thereby created is hereby

& witness my hand this 16th day of Dec. A.D. 1920

Attest: Witness:
W. M. Clark