

MORTGAGE RECORD No. 49.

645

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 29th day of September in the year of our Lord one thousand nine hundred and eleven, between Mary E. Balch and Charles C. Balch, her husband of Palmyra Twp in the County of Douglas and State of Kansas, of the first part, and S. D. Moherman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred 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 part 4 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:

The West Half (1/2) of the Southeast Quarter (SE 1/4) of Section Sixteen (16) in Township Fifteen (15) South of Range Twenty one (21) East of the Sixth Principal Meridian, Containing in all Eighty (80) acres

with all the appurtenances, and all the estate, title and interest of the said part and 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^s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except one certain mortgage of \$2800.00 to Prudential Insurance Co. of America

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part 4 of the second part due three years after date with interest at 6 per cent, payable annually, Privilege given to pay any amount on principal at any time 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 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 4 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 4 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part and of the first part have hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in presence of

Mary E. Balch [SEAL]

Charles C. Balch [SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 29 day of September A. D. 1911, before me,



a Notary Public in and for said County and State, came Mary E. Balch and Charles C. Balch, her husband 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 on the 27 day of February, 1914

Harry L. Mueser Notary Public.

Filed for Record the 1 day of March A. D. 1913, at 9⁰⁴ o'clock a. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 29th day of September, 1911.

Recorded

Sept 29th 1911

106

Floyd L. Lawrence

Register of Deeds

County of Douglas

State of Kansas