35 Mortgage Record No. 52. march in the year of our Lord This Indenture, Made this Zuret our Lord day of ten Kundness & Hutter Cyrus Clary and Umanda y his wife in the County of Baldwin in the County of te County of Kansas, of the first part, and ... & Barkley of the second part: ond part: WITNESSETH, That the said part is of the first part, in consideration of the sum of ie sum of e thousand + DOLLARS, OLLARS. gain, sell and mortgage to the said part. 4 of the second part. Lo heirs and assigns, forever, all that tract or parcel of land situated in ituated in the County of Douglas, and State of Kansas, described as follows, to wit:..... Commencing Sixty (60) Rods North of the South East corner of the North West Quarter of Section Eleven (11) Township Pifteen (15) of Range nineteen (19) thence North Twenty (20) Rods, Thence West One hundred Sity (160) Rods, Thence South Twenty (20) Rods, Thence East One hun-dred sixty (160) rods to the place of Beginning, containing Twenty (20) acres, Also, The North Twenty (20) acres of the South Sixty (60) acres of the north West Quarter of Section North Twenty (19) acres of the South Sixty (60) acres of the north West Quarter of Section tani field bd Eleven, Township Fifteen of Range nineteen. 6 within the consideration. f the win release to 24 2 ment Kwith all the appurtenances, and all the estate, title and interest of the said part set 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, 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 our thousand Dollars certain mote this day executed Parties of the first part to the said part. L. of the second part and delivered by the said Sure fine yours findate with interess 26% for annum payable annually, cond part title Proilege granted of paying \$200" or multiple at any with paying period 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 thereart 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. Y of the second part his executors, administhe whole , 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 ; 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 harges of IN WITNESS WHEREOF, The said parties of the first part hat hereunto set the hand and seals the day and e day and year first above written. amane Clary (SEAL) Signed, Sealed and Delivered in presence of ...(SEAL) ...(SEAL) (SEAL) ...(SEAL) STATE OF KANSAS, Douglas County REMEMBERED, That on this 1 st day of March A. D. 19/3, before me, A. D. 19/3, before me, a Notary Public in and for said County and Style, came a your Clary and timounda Clary, his lay before me. tate, came 6 by ... to me personally known to be the same wife person S who executed the foregoing instrument and duly acknowledged the execution of the same. e the same In Witness Whercof, I have hereunto subscribed my name and affixed my official seal on the day and e day and year last above written. Josh in Notary Public. My Commission Expires March 24 19/3 Filed for Record the 16 day of April 1. D. 19. 13, at 912 o'clock of M. Dloyd & Lawrence Register of Deeds. ublic. м. ́ of Deeds. .Deputy.Deputy.