

Mortgage Record No. 52.

This Indenture, Made this twenty-sixth day of May in the year of our Lord nineteen hundred & thirteen between E. B. Bales and Bertha Bales, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and E. S. Welch, of Schuendook Iowa of the second part: WITNESSETH, That the said part us of the first part, in consideration of the sum of Twenty five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. we sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Begin at the south-west corner of the south-east quarter of Section Six (6) in township thirteen (13), range twenty (20), east of the 6th P.M. thence east on section line 4-99/100 chains; thence north parallel with the west boundary of said quarter-section 4-855/1000 chains; thence west parallel with the south boundary of said quarter section 4-99/100 chains to the west boundary of said quarter section; thence south 4-855/1000 chains to the place of beginning, containing two (2) acres, exclusive of roads on the west and south,

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said E. B. Bales and Bertha Bales 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 the sum of \$2500.00 according to the terms of one certain note this day executed and delivered by the said E. B. Bales and Bertha Bales to the said part of 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 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 of 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 of making such sale, on demand, to said E. B. Bales and Bertha Bales heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha. we hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

E. B. Bales (SEAL)
Bertha B. Bales (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 27 day of May A. D. 1913, before me, C. E. Lindley Notary Public in and for said County and State, came E. B. Bales and Bertha B. Bales, husband and wife 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 1

Filed for Record the 27 day of May A. D. 1913, at 10 o'clock A. M.
Lyne L. Loomer Register of Deeds.
C. E. Lindley Deputy.

In Bales' See Book 57 Page 620

This mortgage is not a lien on the land.

In consideration of full payment of the within mortgage I

ATTEST