

Mortgage Record No. 52.

This Indenture, Made this 25th day of Oct. 1913 in the year of our Lord
nineteen hundred and thirteen.

between Katie Crosby (nee Pierce), Sibley H. Crosby (wife and husband) of Des Moines in the County of
Polk and State of Kansas, of the first part, and

W. B. Starkey of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of
Five Hundred (\$500.) DOLLARS,
to me duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, 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 ten (10) feet of Lot Eighty-eight (88) and all of Lot
Ninety-one, Grove street, Baldwin City. Except as three cornered
piece out of the south west corner of Lot Ninety, (90), described
as follows: Beginning forty (40) feet north of the south west
corner of said lot No. Ninety, (90) thence south forty (40) feet;
thence east fifteen (15) feet; thence north by west to the point
of beginning

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said
Katie Crosby (nee Pierce), Sibley H. Crosby, wife and husband
do hereby covenant and agree that at the delivery hereof the lawful owner of the premises, above granted,
and sold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

of every kind & description

This Grant is intended as a Mortgage to secure the payment of the sum of
Five Hundred (\$500.)
according to the terms of one certain promissory note this day executed
and delivered by the said Katie Crosby (nee Pierce), Sibley H. Crosby, wife and husband to the said part 4 of the second part
W. B. Starkey

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 there-
of, 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, admin-
istrators 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

W. B. Starkey heirs and assigns, and a receipt be appointed to
call of the moneys and look after said property.
IN WITNESS WHEREOF, The said part 4 of the first part has her hereunto set her hand and seal the day and
year first above written.

Sign, Sealed and Delivered in presence of

Lucyle Harsham
Fred H. Conner

Katie Crosby (SEAL)

Sibley H. Crosby (SEAL)

(SEAL)

Iowa
STATE OF KANSAS,
Polk County } ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1913, before me,

Katie Crosby (nee Pierce) and Sibley H. Crosby, wife and husband
a Notary Public in and for said County and State, came
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 set my hand and affixed my official seal on the day and
year last above written.

My Commission Expires July 4 1915 Luella Nash Notary Public.

Filed for Record the 29th day of Oct. A. D. 1913, at 9:00 o'clock A. M.

Floyd Lawrence Register of Deeds.
Orville C. Hight Deputy.

(For Return see Book 51, Page 535)

From Record 52 entered on the original instrument
The said parties described herein have acknowledged this instrument to be their own and the same was duly recorded on the 25th day of April, A. D. 1913.

1913 April 25

Estelle Norchamps