

Mortgage Record No. 52.

This Indenture, Made this 12th day of May in the year of our Lord nineteen hundred and fourteen, between C. H. Montgomery and Mary Montgomery, his wife, of the City of Kirksville, in the County of Wapello and State of Iowa, of the first part, and

Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Eight 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 y 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:

Lots numbers Ninety-one (91), Ninety-two (92), Ninety-three (93) Ninety-four (94) and Ninety-six (96) on Chapel Street in Baldwin City, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgage clause making loss payable to said mortgage, or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage

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 the sum of

Eight hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part y of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto 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 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, 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 y making such sale, on demand, to said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. H. Montgomery (SEAL)

Mrs. Mary Montgomery (SEAL)

(SEAL)

STATE OF IOWA,

Wapello County, } ss.

BE IT REMEMBERED, That on this 15 day of May A. D. 1914, before me, Theoph Reed a Notary Public in and for said County and State, came C. H. Montgomery and Mary Montgomery his wife,

(LS)

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 July 4 1915 x x Theoph Reed Notary Public.

Filed for Record the 19th day of May A. D. 1914, at 3:57 o'clock P. M.

Register of Deeds.

Deputy.

This mortgage is intended to be a mortgage to secure the payment of the sum of Eight hundred Dollars, and the interest thereon, and the cost of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Parties of the first part their heirs and assigns.

Recorded - Sept. 12th 1914

Theoph Reed

Notary Public

Recorded April 28 1914