

# Mortgage Record No. 52.

This Indenture, Made this 11th day of February in the year of our Lord nineteen hundred and fourteen, between Ed. M. Huey and Alice R. Huey his wife, of Baldwin City in the County of Douglas and State of Kansas, of the first part, and Nellie Beal 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 her 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 Five (5) feet of Lot number Eighty-nine (89) and all of Lot number Ninety (90) on High Street in Baldwin City, Ray County and State

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 Six hundred Dollars according to the terms of one certain note Parties of the first part this day executed and delivered by the said Parties of the first part to the said part 4 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 4 of the second part her 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Ed. M. Huey (SEAL) Alice R. Huey (SEAL)

STATE OF KANSAS, } ss. Douglas } ss. 16th day of February A. D. 1914, before me, W. Brewster a Notary Public in and for said County and State, came Ed. M. Huey and Alice R. Huey, his 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 Nov 19th 1914 W. Brewster Notary Public.

Filed for Record the 19 day of Aug A. D. 1914, at 9<sup>35</sup> o'clock A. M. Lloyd L. Lawrence Register of Deeds. Deputy.

The following is endorsed on the original instrument: This was briefly described having been the subject of a mortgage of \$600.00 to Mrs. Nellie Beal from Huey estate disclaimed. As witness my hand this 26th day of July 1914. Recorded July 26 1914. Estelle J. Fortnash, Registrar of Deeds.