

Mortgage Record No. 52.

(The following is enclosed on the original instrument)
The debt secured by the foregoing instrument is hereby acknowledged by the parties hereto to be a bona fide debt and not a loan for the purpose of defrauding creditors.
The Bank of Morganville (copied)
Noted at Morganville, Kansas March 5th 1915
Recorded March 8th 1915
Floyd Lawrence
Register of Deeds
Geo. C. Metzger
Deputy

This Indenture, Made this 21st day of December, 1914, in the County of Blair, State of Kansas, between C. N. Martin & Nellie S. Martin

his wife of the first part, and The Bank of Morganville of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eleven hundred and Twenty seven 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 party of the second part, its 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 South half (1/2) of Lots Sixty-seven (67) and Sixty-nine (69) Elm Street, Baldwin, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. N. Martin & Nellie S. Martin do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Eleven hundred and Twenty seven Dollars according to the terms of one certain Note this day executed and delivered by the said C. N. Martin & Nellie S. Martin to the said party 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 party of the second part, its 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 party of the first parties, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of
C. N. Martin (SEAL)
Nellie S. Martin (SEAL)

STATE OF KANSAS,
Blair County ss.
BE IT REMEMBERED, That on this 21st day of December, A. D. 1914, before me,

C. N. Martin & Nellie S. Martin his wife a Notary Public in and for said County and State, came 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. 24th 1915 F. L. Hatcher Notary Public.

Filed for Record the 4th day of Jan. A. D. 1915, at 9:45 o'clock A. M.
Floyd Lawrence Register of Deeds.
Geo. C. Metzger Deputy.