

Mortgage Record No. 52.

This Indenture, Made this 2nd day of March in the year of our Lord 1917, between Everett J. McDonald & Anna M. McDonald, his wife of Douglas and State of Kansas, of the first part, and G. B. Kincaid of the second part:

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

Beginning at the Northwest corner of the Northwest quarter of Section Six (6) in Township Twelve (12) of Range Twenty (20) thence South Fifty (50) rods; thence East one hundred fifty-seven (157) rods; thence North Fifty (50) rods; thence West one hundred fifty-seven (157) rods to the place of beginning, the same being East of the 6th Principal Meridian.

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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage of twenty-five hundred dollars given date herewith made to G. B. Kincaid

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part 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, 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 party 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

Everett J. McDonald (SEAL)

Anna M. McDonald (SEAL)

STATE OF KANSAS,

Dickinson County } ss.

BE IT REMEMBERED, That on this 13 day of March A. D. 1917, before me,

H. N. Perkins a Notary Public in and for said County and State, came

Everett J. McDonald & Anna M. McDonald,

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 Aug. 22 1918

H. N. Perkins

Notary Public.

Filed for Record the 15th day of March A. D. 1917, at 1:27 o'clock P.M.

Ray L. Lawrence Register of Deeds.

Geo. B. Metcal Deputy.

This mortgage is acknowledged on the original instrument.

This mortgage is acknowledged on the original instrument.

Reviewed March 3 1917

L. E. Witherspoon

Register of Deeds.

For Release See Book 62 Page 346