

Mortgage Record No. 52.

This Indenture, Made this third day of May in the year of our Lord
one thousand and fifteen, between Catherine M. Christy and John Christy
wife and husband of the Township of Hannawa in the County of
Douglas and State of Kansas, of the first part, and

E. J. Colby of the second part:

WITNESSETH, That the said party is of the first part, in consideration of the sum of Five 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 party her 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:

An undivided two-thirds (75) interest in the West half (1/2) of the South East Quarter (1/4) of Section Thirty-two (32) in Township Twelve (12) of Range Nineteen (19) East of the 6th P.M. in the said County "W" State, containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part its of the first part therein. And the said

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 Two 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 party 2 of the second part
payable two years after date with interest thereon according to the terms
of said note 2 on promissory 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 of the second part, the 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 of 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

Jennie Watt

Gertrude M. Christy
John Christy

John Christy

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 3rd day of May, A. D. 1905, before me,

Hugh Blair, a Notary Public in and for said County and State, came
Gertrude M. Christy and John Christy, her
husband to me personally known to be the same

person, S. 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..... 28 Decr 1917 Hugh Blair

Filed for Record the 4th day of May A. D. 195, at 8:30 o'clock A.M.

Floyd L. Laurina Register of Deeds.
 Geo. B. Metel Deputy.

Grob Kettel