

(The following is endorsed on the original instrument, recorded in Book 52, page 405)

KNOW ALL MEN BY THESE PRESENTS, THAT Merchants Loan & Savings Bank, of Lawrence, Douglas County, in the State of Kansas, the within named mortgagee in consideration of Sixty-five hundred Dollars to it in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Peoples State Bank, Lawrence, Kans., its successors and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee have hereunto set their hand this 2nd day of November 1916.

(CORP. SEAL) Merchants Loan & Savings Bank,
By F. C. Whipple, Cashier.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 2nd day of Nov. A.D. 1916 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of the Merchants Loan & Savings Bank, to me personally known to be the same person who executed the foregoing instrument of writing, 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 May 12, 1918. (SEAL) L. E. Hoover, Notary Public.

Recorded Nov., 24th., A.D. 1916, at 11:17 A.D.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Nitchel
Deputy.

THIS, INDEMTURE, Made this 22nd day of November in the year of our Lord one thousand nine hundred and sixteen between Sherman Houghland and Dora Houghland of Williamsburg Township, in the County of Franklin and State of Kansas of the first part, and Rosa M. Burtch, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the of the sum of Five hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth Grant, Bargain, Sell and Mortgage to the said party 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 North One half of Lots Number Fifty-six (56) Fifty-eight (58), Sixty (60), Sixty-two (62), Sixty-four (64), Sixty-six (66) on Elm Street in Baldwin City, Douglas County State of Kansas, with the appurtenances, and all the estate, title and interest, of the said parties therein. And the said parties of the first part doth hereby covenant and agree that the delivery hereof they were the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Five hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance. and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a mortgage to secure the payment of the sum of Five Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the Twenty second day of November 1919, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of six interest notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Peoples Nat'l Bank, Ottawa, Kan.

And this conveyance shall be void if, such payment, be made as herein specified.

But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up, or if the buildings are not kept in good repair or if the improvements are not kept in good condition, or if waste is committed on said premises, the this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part hath hereunto set their hands and seals the day and year last above written.

Herman Houghland (SEAL)
Dora Houghland (SEAL)

State of Kansas, Franklin County, SS.

BE IT REMEMBERED, That on this 22nd day of November A.D. 1916, before me, a Notary

Recorded
Book 64
Page 194
day of November 1917
Record of Deeds

The following is a true and correct copy of the original instrument. The within copy is being furnished to the County of Williamsburg, Kansas, for the purpose of recording the same.
(Recd. Wt. Burtch)