

MORTGAGE RECORD NO. 55.

54357

This Indenture, Made this 4th day of September in the year of our Lord One thousand nine hundred and fifteen, between G. A. Buckheim and Emma Buckheim in the County of Buchanan and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors 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 South East corner of N.W. 1/4 N.W. 1/4 sec. 14, T. 12 R. 19, thence North to the North line of the Right of Way of the A.T. & S.F. R.R. formerly the Kansas City, Topeka & Western R.R. thence North Northwesterly along the North line of said Right of Way to the center of Baldwin Branch or Mud Creek, thence North Easterly following the center of said Branch or creek to the Kansas River, thence Southerly along the bank of said river to the east line of Lot 4 in said sec. 14, thence South to the North line of said R.R. Right of Way to the West line of said Lot 4, thence South 80 rods more or less, all in N.W. 1/4 sec. 14, containing 64.48 acres, less the Right of Way of said R.R. through a portion of said land in Douglas County, Kansas,

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

Three Thousand according to the terms of One certain Note this day executed and delivered by the said first party to the said party of the second part The Lawrence National Bank

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, to sell the same, or any part thereof 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 second part, making such sale, on demand, to said first parties 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

G. A. Buckheim (SEAL)

Emma Buckheim (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 7th day of September A. D. 1915 before me, Geo. W. Kuhne a Notary Public in and for said County and State, came G. A. Buckheim and Emma Buckheim

 to me personally known to be the same person as 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

Jan. 25 1915

Geo. W. Kuhne

Notary Public.

Filed for Record the

8th

day of Sept.

A. D. 1915 at 9⁰⁰ o'clock A.M.

Fay. L. Lawrence Register of Deeds.

Geo. C. Mifflin Deputy.