

MORTGAGE RECORD NO. 55.

This Indenture, Made this 15th day of September in the year of our Lord Nineteen Hundred & fifteen, between Joseph B. Sutton & wife Ida B. Sutton of Vinland in the County of Douglas and State of Kansas, of the first part, and Fred E. Schumann of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Two thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, by him 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: Commencing at a point 53 1/2 rods North of the South West corner of the South West Quarter (44) of Section Twenty-seven (27) Township Number Twelve (12) Range Nineteen (19); thence North 53 1/2 rods, thence East 60 rods, thence South 53 1/2 rods; thence West to place of beginning, In Douglas Co. Kansas,

with all the appurtenances, and all the estate, title and interest of the said party 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 S 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 Two Thousand Dollars according to the terms of one certain Note this day executed and delivered by the said Joseph B. Sutton & Ida B. Sutton, his wife to the said party of the second part Fred E. Schumann

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 of the first parties or their making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in presence of Joseph B. Sutton (SEAL) Ida B. Sutton (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 15th day of Sept A. D. 1915, before me,

F. C. Whipple a Notary Public in and for said County and State, came Joseph B. Sutton & Ida B. Sutton, his wife 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 Jan. 27 1917 F. C. Whipple Notary Public.

Filed for Record the 14th day of Sept A. D. 1915, at 4:12 o'clock P. M.
Phyl L. Lawrence Register of Deeds.
Geo. C. Vogel Deputy.

Recorded April 17th 1917
at St. Paul, Minn.
Fred E. Schumann
Notary Public