

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 26<sup>th</sup> day of October in the year of our Lord  
Nineteen Hundred and fifteen, between Lawson, States and Lillian States,  
his wife of \_\_\_\_\_ in the County of \_\_\_\_\_  
Jefferson and State of Kansas, of the first part, and  
Louis Howell of the second part:

WITNESSETH, That the said part five of the first part, in consideration of the sum of \$ Three hundred (\$300.00) and no p.c. DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he as sold, and by these presents do grant, bargain, sell and mortgage to the said party five of the second part five 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 Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Number Twenty-six (26), Township Number Thirteen (13), Range Number Nineteen (19) East of the Sixth (6th) P.M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Clayton States and Lillian States, his wife 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 indefeasible estate of inheritance therein, free and clear of all incumbrances said wife a certain first mortgage of \$1500.00 and a second mortgage of \$200.00

This Grant is intended as a Mortgage to secure the payment of the sum of  
Three hundred Dollars  
according to the terms of One certain promissory this day executed  
and delivered by the said parties of the first part to the said part 2 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 be 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 Y 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 part Y making such sale, on demand, to said parties of the first part, heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Clawson States (SEAL)

*Lillian Stater* (SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
*Jefferson County*  
 BE IT REMEMBERED, That on this \_\_\_\_\_

BE IT REMEMBERED, That on this 36 day of Oct. A. D. 1927, before me, Notary Public, a Notary Public in and for said County and State, came William States and Lillian States, his wife to me personally known to be the same person 3 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 Nov. 22 1915 H. B. Ford Notary Public.

Filed for Record the 15th day of Nov, A. D. 1935, at 310 o'clock P.M.

A. D. 1915, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
*Dwight L. Lawrence* Register of Deeds  
*Geo. C. Kistner* Deputy