

## MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of December in the year of our Lord 1915, between Henry A. Eiler and Clara B. Eiler, his wife in the County of Douglas and State of Kansas, of the first part, and Mrs. A. M. Thompson of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand & no/100 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 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:  
Lots One hundred two (102) One hundred four (104) and One hundred six (106), Quon Street Baldwin City, Kansas.

Note: Permission is given to pay \$100.00 or multiple thereof at any interest-paying period, on the principal.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One thousand & no/100 Dollars according to the terms of a certain promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part due three years after date with interest at 7% from date payable semi-annually.

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, her 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 part 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 and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Henry A. Eiler (SEAL)

Clara B. Eiler (SEAL)

(SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1915, before me, J. B. Ross Notary Public in and for said County and State, came Henry A. Eiler and Clara B. Eiler, his wife to me personally known to be the same person 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

March 28th 1917

J. B. Ross

Notary Public.

Filed for Record the

4th

day of

Dec

A. D. 1915

at 9:40 o'clock

A.M.

Floyd L. Lawrence  
Geo. B. Wetzel

Register of Deeds.

Deputy.

ATTEST:  
Harold A. Beck  
Register of Deeds

I, Lucille E. Allison, Clerk of the District Court, Douglas County Kan., do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court on the 23rd day of December, 1915, in Case No. 15384. Witness my hand this 30th day of July, 1953.

Lucille E. Allison Clerk of District Court

Handwritten note: 7-24-53