

MORTGAGE RECORD NO. 55.

This Indenture, Made this 14th day of January in the year of our Lord 1915, between John T. Akin and Bertha B. Akin, his wife of Lawrence in the County of Lawrence

WITNESSETH, That the said part ies of the first part, in consideration of the sum of

to them duly paid, the receipt of which is hereby acknowledged, has not sold, and by these presents do not grant, bargain, sell and mortgage to the said part is of the second part their 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 West half (1/2) of the Southeast Quarter (1/4) of Section Number Twenty three (23) Township Thirteen (13) Range Twenty (20) East of the 6th P.M., in Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part, John T. Akin & Bertha B. Akin, his wife 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

according to the terms of a certain note this day executed
and delivered by the said John P. Akin & Bertha B. Akin to the said parties of the second part
The New Valley State Bank, Eudora, Kansas.

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 parties of the second part, their 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 parties making such sale, on demand, to said Paul D. Baker, 43 North 13 Ave. Minneapolis heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

John T. Akin (SEAL)
Bertha B. Akin (SEAL)
(SEAL)

STATE OF KANSAS, } 88.
Douglas County }

BE IT REMEMBERED, That on this 15th day of January A. D. 1906, before me
Geo. H. Lathrop a Notary Public in and for said County and State, came
John F. Akin, Jr. Bertie B. Akin, 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 Sept. 25 1919 Geo H. Rothhaly Notary Public.

Filed for Record the 17th day of January, A. D. 1906, at 10²⁰ o'clock A. M.
Floyd L. Lawrence Register of Deeds
Geo. C. Metzel Deputy