

MORTGAGE RECORD NO. 55.

Recorded April 5 1916  
Hoyd L. Langme Register of Deeds

This Indenture, Made this 29<sup>th</sup> day of January in the year of our Lord  
Thirteen hundred sixteen, between D. L. Randall & Eugenia Randall  
his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
Stephen Lake of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of  
Three hundred and no/100 \$300.00 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have ye sold, and by these presents do grant bargain,  
sell and mortgage to the said party his 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:  
Lot Number eighty-two (L. #82) of the West ten feet of Lot Number eighty  
(N. 10 E. L. 43) in Block 13 in the City of Baldwin City, Douglas  
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
D. L. Randall & Eugenia Randall 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  
Three hundred and no/100 dollars  
according to the terms of One certain Note this day executed  
and delivered by the said D. L. Randall & Eugenia Randall his wife to the said party y 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 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 y of the second part, his executors, administra-  
tors 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 ies making such sale, on demand, to said  
first parties, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have ye hereunto set their hand & and seal —  
the day and year first above written:  
Signed, Sealed and Delivered in presence of D. L. Randall (SEAL)  
Eugenia Randall (SEAL)

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 29<sup>th</sup> day of January A. D. 1916, before me,  
C. B. Stewart a Notary Public in and for said County and State, came  
D. L. Randall & Eugenia Randall, 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 July 5 1917 C. B. Stewart Notary Public.  
Filed for Record the 31<sup>st</sup> day of Jan'y A. D. 1916 at 121 o'clock A. M.  
Hoyd L. Langme Register of Deeds.  
Geo. C. Noyes Deputy.