

MORTGAGE RECORD NO. 55.

This Indenture, Made this Twenty eighth day of August in the year of our Lord 1916 between Martha Carson and May Carson the wife of the Thomas in Richardson in the County of Douglas and State of Kansas, of the first part, and Hugh Carson of the second part.

They hundred and fifty DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part two 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 South Half of the Southeast quarter of Section twenty-two (22) in Township Thirteen (13) Range Twenty (20) in said County of State

with all the appurtenances, and all the estate, title and interest of the said part do 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, S. 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 fifty Dollars according to the terms of One Mortgage Note this day executed and delivered by the said parties of the first part to the said part of of the second part payable thirty days after date with interest in meantime according to California thirty days after date with interest in meantime 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 part of 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part do of the first part herein set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of Henry Carson (SEAL) May Carson (SEAL)

STATE OF KANSAS, }
Douglas County } ss.
BE IT REMEMBERED, That on this 28 day of August A. D. 1916, before me, W. F. March a Notary Public in and for said County and State, came Henry Carson and May Carson, 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 24 1917 W. F. March Notary Public.

Filed for Record the 11 day of July A. D. 1916 at 11:30 o'clock A. M.
Myra Lawrence Register of Deeds.
Geo. L. Hartzel Deputy.