

MORTGAGE RECORD NO. 55.

This Indenture, Made this 23rd day of February in the year of our Lord Nineteen Hundred and Eighteen, between George W. Carter and Mary A. Carter his wife, of the Township of Leocompton in the County of Douglas and State of Kansas, of the first part, and Wadsworth H. Blair and Minerva Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, by us sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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 East half (1/2) of the North half (1/2) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section 13; The South thirty (30) acres of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section 13; also commencing at the Southeast corner of the Southeast quarter (1/4) of said Section 13, thence West Forty (40) rods; thence North Forty (40) rods; thence East Fifty-seven (57) rods; thence North Forty (40) rods; thence East Fifty-seven (57) rods; thence North Forty (40) rods to place of beginning, ad in Township 12 of Range 18 in said County, in said State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning, and wind storms to the extent of their insurable value in a company or companies approved by the mortgagees with mortgage clause making loss payable to said mortgagees as interest may appear and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage 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 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 Twelve hundred Dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said parties of the second part payable five years after date with interest at 6% annually from date until due at 10% after maturity, until paid

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 of the first part their 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 Geo. W. Carter (SEAL) Mary A. Carter (SEAL) Hugh Blair (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 23rd day of February A. D. 1918, before me, Hugh Blair a Notary Public in and for said County and State, came George W. Carter and Mary A. Carter 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 28th Decr 1917 Hugh Blair Notary Public.

Filed for Record the 23rd day of Feb A. D. 1918, at 330 o'clock P.M. Floyd L. Lawrence Register of Deeds. Geo. W. Nitzel Deputy.

This mortgage is intended to secure the payment of the sum of \$1200.00 to the mortgagee herein named. It is not to be construed as a sale of the land herein described. A. D. 1918-22

Recorded June 18 1918  
Estelle M. Natchez  
Register of Deeds  
J. W. Elmore  
Deputy