

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of March in the year of our Lord  
One thousand eight hundred sixteen, between John F. Morgan, a widower  
of in the County of

Douglas and State of Kansas, of the first part, and  
 36 Thomas H. & Savings Bank Lawrence, Kans. of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Nine Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part its 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 Southwest Quarter (14) of the Southwest Quarter of Section Four (4); also Southwest Quarter (14) of the Northwest Quarter (14) of the Southwest Quarter (14) of said Section Four (4), also give acres described as follows, Beginning at the Northwest corner of the Northwest Quarter (14) of Section Nine (9), thence East Forty (40) rods; thence South Twenty (20) rods; thence West Forty (40) rods; thence North Twenty (20) rods to beginning in said Northwest Quarter (14) of Section Nine (9), also give Township Twelve (12), Range Twenty (20), East of the 6th P.M., in Douglas County.

with all the appurtenances, and all the estate, title and interest of the said party John F. Morgan of the first part therein. And the said John F. Morgan do es hereby covenant and agree that at the delivery hereof He is 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 Five hundred and no/100 ————— Dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said John F. Morgan to the said part 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 part \_\_\_\_\_ of the second part, \_\_\_\_\_ executors, administrators and assigns, at any time hereafter 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 \_\_\_\_\_ making such sale, on demand, to said \_\_\_\_\_ heirs and assigns.

IN WITNESS WHEREOF, The said party J of the first part has his hereunto set his hand and seal and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

*John F. Morgan* (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 1st day of March, A. D. 1916, before me,  
Geo. L. Creek, a Notary Public in and for said County and State, came  
John F. Morgan, widower  
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 Jan'y 19 1918 Geo. L. Knecht Notary Public.

Filed for Record the 8<sup>th</sup> day of May A. D. 1916 at 9<sup>35</sup> o'clock A.M.  
Wm. L. Lawrence Register of Deeds.  
Geo. C. Metzger Deputy.