

MORTGAGE RECORD NO. 55.

This Indenture, Made this 5th day of April in the year of our Lord
Nineteen hundred sixteen, between Eli Lee Hylton, Sec, husband
and wife of Laurance in the County of
Douglas and State of Kansas, of the first part, and
The Farmers State & Savings Bank, Laurance, Kansas of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Five hundred and no DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part to 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 one-half of the tract described as follows, to-wit:
Beginning Forty-four (44) rods East of the Southwest corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-nine (29), and Township Twelve (12), Range Twenty (20), thence North Twenty (20) rods; thence East sixteen (16) rods; thence South Twenty (20) rods; thence West sixteen (16) rods to place of beginning, being in Addition No. Eight (8), in North Lawrence, now the City of Lawrence, said County and State, containing not less than one (1) acre.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eli Lee & Bertrude Lee 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 Five Hundred and no/100 according to the terms of one certain promissory note this day executed and delivered by the said Eli Lee & Gustave Lee to the said party 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 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 _____ making such sale, on demand, to said _____ heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Elli Lee (SEAL)

Gertrude Lee (SEAL)

(SEAL)

STATE OF KANSAS, } ss.
Douglas County, }

BE IT REMEMBERED, That on this 5 day of April, A. D. 1916, before me, E. L. Knecht a Notary Public in and for said County and State, came Eli Lee and Gertrude Lee, husband and 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 19 1918 Geo. L. Kreck
Notary Public.

Filed for Record the 5th day of Apr. A. D. 1916, at 4:05 o'clock P. M.
Royd L. Lawrence Register of Deeds.
Geo. B. Metzel Deputy.