

MORTGAGE RECORD NO. 55.

This Indenture, Made this 12th day of April in the year of our Lord Nineteen hundred and Sixteen, between John Westfall & Desire C. Westfall, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Four hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Beginning nine (9) rods west of the corner of the Northwest quarter (34) of the Southwest quarter (36) of Section 29, Township 12, Range 20; thence West Eleven (11) rods; thence North Thirteen (13) rods; six and one-half (6 1/2) feet; thence East Eleven (11) rods; thence South Thirteen (13) rods; six and one-half (6 1/2) feet to place of beginning. Also commencing Twenty (20) rods East of Northwest corner of said Northwest quarter (34) of said Southwest quarter (36) of Section 29, Township 12, Range 20; thence South Twenty-one (21) rods & seven (7) feet for a point of beginning; from thence run East Eleven (11) rods; thence South Eighty-five (85) feet; thence West Eleven (11) rods; thence North Eighty-five (85) feet to place of beginning; from the first described parcel the following tract, to begin at a point of beginning of the Center of the Northwest quarter (34) of said Southwest quarter (36) of said Section 29, Township 12, Range 20; thence West 6 feet; thence North 150 feet; thence East 6 feet; thence South 150 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part us 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 of 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 Four hundred and fifty 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 part of of the second part payable three years after date with interest thereon according to the terms of said note by coupons thereto attached 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of John Westfall (SEAL) Desire C. Westfall (SEAL)

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 12th day of April A. D. 1916, before me, Jennie Watt a Notary Public in and for said County and State, came John Westfall & Desire C. Westfall, 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 30th March 1920 Jennie Watt Notary Public.

Filed for Record the 13th day of April A. D. 1916 at 8:45 o'clock A.M.  
Raymond Lawrence Register of Deeds.  
Geo. B. Hager Deputy.

This mortgage is intended to secure the payment of the sum of \$450.00 and is not to be construed as a conveyance of land. The parties hereto are advised that the same is subject to the provisions of the Act of March 1, 1915, relating to mortgages. The mortgage is created and delivered by the parties hereto and is not subject to the provisions of the Act of March 1, 1915, relating to mortgages. The mortgage is created and delivered by the parties hereto and is not subject to the provisions of the Act of March 1, 1915, relating to mortgages.