

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 14<sup>th</sup> day of April in the year of our Lord  
Twelve hundred & sixteen, between B. M. Barber & Sarah E. Barber  
his wife of the Township of Marion in the County of  
Douglas and State of Kansas, of the first part, and  
Warren H. Lewis of Roland Park, Maryland of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Twenty three hundred 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 2<sup>nd</sup> of the second part his heirs and assigns, forever, all that tract or parcel of land

situated in the County of Douglas, State of Kansas, described as follows, to wit:  
The South half (1/2) of the Northwest quarter (1/4) of Section Fourteen (14),  
Township Fourteen (14), Range Eighteen (18), 4<sup>th</sup> commencing at the  
Northeast corner of said South half (1/2) of said Northwest quarter (1/4);  
thence North 20;32 rods; thence East 45 rods; thence South 20;32 rods; thence  
East 45 rods to place of beginning; also all that part of the South half (1/2) of the  
Northwest quarter (1/4) of said Section Fourteen (14) lying West of the travelled  
road running in a South westerly direction across said South half, all  
the parcels containing by admeasurement 10 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 owners 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

according to the terms of certain this day executed  
and delivered by the said 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 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 of the first part ha hereunto set hand and seal  
the day and year first above written.

Signed, Sealed and Delivered in presence of (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this day of A. D. 19, before me,  
a Notary Public in and for said County and State, came  
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 19 Notary Public.  
Filed for Record the day of A. D. 19, at o'clock M.  
Register of Deeds.  
Deputy.