

MORTGAGE RECORD NO. 55.

This Indenture, Made this 5th day of April in the year of our Lord 1916, between Thos E. Hill & Dessie D. Hill in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Six hundred fifty 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 party of the second part to successors 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 fifty (50) acres of the North half (N²) of the North West quarter (NW¹) of Section Thirty four (34) Township Fourteen (14) Range Twenty (20).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Thos E. Hill & Dessie D. Hill do hereby covenant and agree that at the delivery hereof they 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 except a first mortgage of \$2250.00

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred fifty Dollars according to the terms of One certain note this day executed and delivered by the said Thos E. Hill & Dessie D. Hill to the said party of the second part due in two years with 8% interest payable annually

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 party of the second part its Successors, 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 Thos E. Hill & Dessie D. Hill, their making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Thomas E. Hill (SEAL)

Dessie D. Hill (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5th day of April A. D. 1916, before me, H. M. Clark a Notary Public in and for said County and State, came Thomas E. Hill & Dessie D. Hill, his 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 May 15 1919 H. M. Clark Notary Public.

Filed for Record the 17th day of April A. D. 1916, at 10¹⁵ o'clock P. M.

Ray L. Lawrence Register of Deeds.

E. B. Hartzel Deputy.

This mortgage is being recorded for the purpose of perfecting the lien of the mortgagee in the premises described herein, and the same is being recorded in accordance with the provisions of the Act of March 10, 1915, Chapter 101, Section 1, which provides that any mortgage of real estate in this State shall be recorded in the office of the Register of Deeds of the county in which the premises are situated, and the same shall be a lien in favor of the mortgagee from the date of recording.

Recorded July 20th 1916.

E. B. Hartzel

(Comp. Sec. 1)