

MORTGAGE RECORD NO. 55.

This Indenture, Made this fourth day of April in the year of our Lord
Thirteen hundred & fifteen, between James P. Petefish & Ethel
M. Petefish, his wife of _____ in the County of
Douglas and State of Kansas, of the first part, and

Joseph Kupper & Chris Bender of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of
Twenty seven hundred & 00/100 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 us of the second part their 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 Southeast Quarter (1/4) of Section Thirty five (35) Township Thirteen
(13) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said
James P. Petefish & Ethel M. Petefish, his wife
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
Twenty seven hundred & 00/100 Dollars,
according to the terms of One certain note this day executed
and delivered by the said James P. Petefish & Ethel M. Petefish, his wife to the said part us 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 us of the second part, their executors, administra-
tors 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 _____

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

Signed, Sealed and Delivered in presence of

James P. Petefish (SEAL)
Ethel M. Petefish (SEAL)

(SEAL)

STATE OF KANSAS,
Shawnee County } ss.

BE IT REMEMBERED, That on this 20th day of May A. D. 1916, before me,
Albert Neese a Notary Public in and for said County and State, came
James P. Petefish & Ethel M. Petefish, 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 27 1918 Albert Neese Notary Public.

Filed for Record the 22nd day of May A. D. 1916 at 10:00 o'clock A. M.
Raymond Lawrence Register of Deeds.
Geo. H. Hefner Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas.

Recorded April 30, 1916
 (E. H. Hefner)
 Register of Deeds

This mortgage is subject to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas.

Recorded May 27, 1916