

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 27 day of June in the year of our Lord  
Thirteen hundred sixteen, between J. J. Hodges and Cleopatra  
Hodges, his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and

W. A. Owen of the second part:

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

Seventy eight + 75/100

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain,  
 sell and mortgage to the said party 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:

Lot Eighty two (82) High Street, Baldwin City, Kansas

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

J. J. Hodges and Cleopatra Hodges 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 except a mortgage  
of \$250.00

This Grant is intended as a Mortgage to secure the payment of the sum of

\$78.75

according to the terms of One certain Note this day executed

and delivered by the said J. J. Hodges and Cleopatra Hodges 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 party of the second part, his 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 party making such sale, on demand, to said

first parties - their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. J. Hodges

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 27 day of June A. D. 1916, before me,

J. C. Mace  
J. J. Hodges

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 October 25 1917

J. C. Mace

Notary Public.

Filed for Record the 3rd day of July

A. D. 1916, at 10<sup>45</sup> o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Geo. B. Hodges Deputy.

This note hereby described having been paid in full, this mortgage is hereby released and the  
 debt thereby created discharged. As witness my hand and the seal of said County, this 27th day of June, A. D. 1916.

W. A. Owen

John H. Lander

Recd 28 1917

(C. E. Allen) Notary Public