

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of July in the year of our Lord one thousand nine hundred and sixteen, between Lucyetta B. Stewart and Thomas J. Stewart her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Eben Baldwin of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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: Lot Two (2) and the north forty-five part of Lot Five (5) of Block Thirty-two (32) Geneva Place, in addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part all 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 s of the premises, above granted, and seizor 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 Dollars according to the terms of one certain note this day executed Parties of the first part and delivered by the said Parties of the first part to the said part of 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 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 all of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of Lucyetta B. Stewart (SEAL) Thomas J. Stewart (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 28th day of June A. D. 1916, before me, Bertha L. Zimmerman a Notary Public in and for said County and State, came Lucyetta B. Stewart wife of Thomas J. Stewart 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 December 29 1917 Bertha L. Zimmerman Notary Public.

*State of Indiana, Elkhart County, ss. I, the undersigned, Notary Public, this 29th day of June A.D. 1916, before me Frank R. Martin, a Notary Public in and for said County and State, came Thomas J. Stewart, husband of Lucyetta Stewart, and personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In witness whereof, I have hereunto set my hand and affixed my official seal on this day and year last above written. My commission expires August 11, 1920 (2nd). Frank R. Martin, Notary Public. Filed for record July 6th A.D. 1916 at 2:45 o'clock P.M. Hugo L. Lawrence, Register of Deeds.*

Recorded Oct. 13 1920 Frank R. Martin Register of Deeds

*This mortgage is subject to the action of the mortgagee in the County of Douglas, A.D. 1920*