

MORTGAGE RECORD NO. 55.

This Indenture, Made this twenty-first day of July in the year of our Lord Nineteen Hundred and sixteen, between Charles S. Davidson and Margaret Davidson, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Peoples State Bank, of Baldwin, Kansas of the second part:

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

Five hundred + no/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 party of the second part its 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 North fifty (50) feet of Lots Number One hundred twenty-five (125) One hundred twenty-seven (127) and One hundred twenty-nine (129) and all of Lot One hundred thirty-one (131) on 1st 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

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

Five hundred + no/100 Dollars

according to the terms of a certain note this day executed

and delivered by the said parties of the first part to the said party of the second part due one year after date with interest at 8% per annum.

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 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 party of the first part parties of the first part or 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

Charles S. Davidson (SEAL)

Margaret Davidson (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21 day of July A. D. 1916 before me,

J. B. Ross Notary Public in and for said County and State, came Charles S. Davidson and Margaret Davidson 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 March 28th 1917

J. B. Ross Notary Public.

Filed for Record the 27th day of July A. D. 1916 at 256 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Metzger Deputy.

Recorded April 28 1922
Capt. D. Williams
Recorder of Deeds