

MORTGAGE RECORD NO. 55.

This Indenture, Made this 29th day of August in the year of our Lord 1916, between Daniel H. Terry and Mary S. Terry his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and L. H. Mauldin of the second part:

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

One thousand 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 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:
The South One hundred acres (100) of the Southwest (SW^{1/4}) of Section Twenty seven (27) Township Fourteen (14) South, of Range Twenty East.

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

Daniel H. Terry and Mary S. Terry do — hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 \$2000.00 in favor of Prudential Insurance Co.

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

One thousand Dollars according to the terms of one certain note this day executed and delivered by the said Daniel H. Terry and Mary S. Terry to the said part of of the second part due in two years with 6% 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 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

Daniel H. Terry and Mary S. Terry, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Daniel H. Terry (SEAL)

Mary S. Terry (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of August A. D. 1916 before me,

H. M. Clark a Notary Public in and for said County and State, came

Daniel H. Terry and Mary S. Terry, 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 30th day of Aug, A. D. 1916, at 940 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Geo. E. Hatfield Deputy.

The following is a record of the original instrument: The said part is of the first part, in consideration of the sum of One thousand 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 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: The South One hundred acres (100) of the Southwest (SW^{1/4}) of Section Twenty seven (27) Township Fourteen (14) South, of Range Twenty East. with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Daniel H. Terry and Mary S. Terry do — hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 \$2000.00 in favor of Prudential Insurance Co. This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars according to the terms of one certain note this day executed and delivered by the said Daniel H. Terry and Mary S. Terry to the said part of of the second part due in two years with 6% 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 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 Daniel H. Terry and Mary S. Terry, their heirs and assigns. IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hand and seal and the day and year first above written. Signed, Sealed and Delivered in presence of Daniel H. Terry (SEAL) Mary S. Terry (SEAL) (SEAL)

Filed 29th 1916

Exp. 15th 1919

Notary Public