

MORTGAGE RECORD NO. 55.

This Indenture, Made this 25th day of September in the year of our Lord Nineteen Hundred Sixteen between Martha A. Hill, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty-five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do — grant, bargain, sell and mortgage to the said part parts 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:

East half of the Southwest quarter of Section Twenty-two (32)
Township Thirteen (13) Range Twenty-one (21) East. Except the following
described part of same. Commence at the Southwest corner of said
East half of said Southwest quarter Section thence East Fifty (50)
rods N. 1/2 Sec (10) links, thence North Twelve (12) rods, thence West
Eight (8) rods N. 1/2 Sec (10) links, thence North Eight (8) rods, thence
West Thirty-two (32) rods, thence South Twenty (20) rods to the
place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Meajah B. Hill and Martha A. Hill do hereby covenant and agree that at the delivery hereof that 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

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred 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 parties 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 is of the second part, their 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 is making such sale, on demand, to said parties of the first heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Michael C. Hill (SEAL)

Mothe A. Hill (SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas County } ss

BE IT REMEMBERED, That on this 28th day of September A. D. 1916, before me, Geo. H. Lathrop, a Notary Public in and for said County and State, came Wiegand C. Bill and Martha A. Bill his wife, to me personally known to be the same person S 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 Sept 25th 1919 Geo. H. Lathrop
Notary Public.

Filed for Record the 29th day of Sept A. D. 1916, at 9⁵⁵ o'clock A.M.
Roy L. Lawrence Register of Deeds
Geo. B. Nohet Deputy