

## MORTGAGE RECORD NO. 55.

This mortgage is intended to secure the original instrument.  
 The same herein described having been paid in full, this mortgage is hereby released and the  
 same is hereby released and discharged. As witness my hand this 4th day of November, A. D. 1916.

Recorded May 7/16 1917  
 Estate of J. H. Hays

This Indenture, Made this 4th day of November in the year of our Lord  
Nineteen hundred and sixteen between Walter S. Baker and Emma  
L. Baker, his wife, of the city of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

of the second part:  
 WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three hundred and fifty 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 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 number Five (5) of  
A. D. Smith's Subdivision of Lots numbers Sixteen (16), Seventeen (17), Eighteen  
(18), and Nineteen (19) in Block number Fifteen (15) of Babcock's Enlarged  
Addition, and of Lots numbers Twelve (12), Thirteen (13) in Block number Three  
(3) of Branson's Subdivision of Block number Fifteen (15) of Babcock's Enlarged Addition  
to the city of Lawrence, said County of State.

The mortgagors agree to keep the building, on premises insured against fire,  
 lightning and winds to the extent of their insurable value, in a company or companies  
 approved of by the mortgagee with mortgage clause making loss payable to said  
 mortgagee, or his assigns, as interest may appear, and failing to do so holder of mortgage  
 may have same insured at the cost of so doing added to the mortgage

with all the appurtenances, and all the estate, title and interest of the said parties 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 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  
Three hundred and fifty Dollars  
 according to the terms of One certain Note this day executed  
 and delivered by the said Parties of the first part to the said part of the second part  
payable two years after date with interest thereon according to the terms  
of said note and coupons thereto attached

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 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 part of the second part making such sale, on demand, to said  
Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

Walter S. Baker (SEAL)

Emma L. Baker (SEAL)

(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of Nov. A. D. 1916, before me,

Jennie Watt  
Walter S. Baker and Emma L. Baker, 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 30th March 1920

Jennie Watt

Notary Public.

Filed for Record the 7th day of Nov. A. D. 1916, at 8:46 o'clock A.M.

Dwight L. Lawrence Register of Deeds.  
Geo. C. Hays Deputy.