

MORTGAGE RECORD NO. 55.

This Indenture, Made this 29th day of November, in the year of our Lord Nineteen hundred sixteen, between H. C. Kiefer and Martha V. Kiefer,

husband and wife, in the County of Douglas, and State of Kansas, of the first part, and

The Lawrence National Bank of Lawrence, Kansas, of the second part:

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

Forty five hundred DOLLARS,

to John L. Kiefer duly paid, the receipt of which is hereby acknowledged, he is sold, and by these presents do grant, bargain,

sell and mortgage to the said part of the second part its successors 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 168 Massachusetts Street, Lawrence,

Kansas also commencing at a point on the South line of the Northeast Quarter &

the Southeast Quarter of Section No. One (1) in Township No. Thirteen (13) Range No.

Nineteen (19), forty rods west of the West line of the highway on the East side of said

quarter section, thence North Twenty rods, thence East Two rods, thence North Twenty rods,

thence West to the northeast corner of the tract sold by W. E. Young, wife to A. W. Young, twenty

rods east of the West line of the said quarter section, thence South Forty rods to the South line of said quarter

quarter section, thence East to the place beginning containing seven acres more or less, also commencing at a point

in the southwest quarter of Section No. One (1) in Township No. Thirteen (13), forty rods West of the Southwest corner of

the said tract now owned by occupied June 1, 1867, and a homestead by Wm. Brown, the original tract of the East line of

said quarter section, thence West Twenty rods, thence North Forty rods to a point Forty rods South of the North line of said

quarter section, thence East Twenty rods, thence South Forty rods to place of beginning all in Douglas County, Kansas

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

first parties

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, excepting a mortgage for \$100.00 on the above tract to H. C. Kiefer, for a Mortgage for \$100.00 on 168 Mass. Street, total indebtedness \$900.00

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

Forty five hundred dollars

according to the terms of One certain Note this day executed

and delivered by the said first parties to the said part of the second part

The Lawrence National Bank of Lawrence, Kansas

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, its successors 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 making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

H. C. Kiefer

(SEAL)

Martha V. Kiefer

(SEAL)

(SEAL)

STATE OF KANSAS,

} ss.

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

L. S. Kiefer and M. V. Kiefer, his wife, a Notary Public in and for said County and State, came

L. S. Kiefer and M. V. Kiefer, 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.

Jan 25 1918

G. H. Kiefer

Notary Public.

Filed for Record the 21st day of Dec A. D. 1916, at 9:50 o'clock A.M.

Floyd Lawrence Register of Deeds.
Geo. C. Kiefer Deputy.