

MORTGAGE RECORD NO. 55.

This Indenture, Made this 18th day of December in the year of our Lord Nineteen hundred and sixteen, between Charles E. Stephens and Nancy V. Stephens, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and William F. Corbitt of the second part:

Nineteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has 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:
That part of the West half (1/2) of the Southwest Quarter of Section Twenty-three (23) Township Fourteen (14) Range (20) lying North + East of the Railroad in the West half of the Southwest Quarter of Southeast Quarter of the West Seven (7) Section of Southwest Quarter of Southeast Quarter of the Southeast Quarter, Sect. Thirty-three (33) Township Fourteen (14) Range Twenty (20) containing in all about 62 1/2 acres.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles E. Stephens and Nancy V. Stephens do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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

Nineteen hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Charles E. Stephens to the said part 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 part 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 Charles E. Stephens, his 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

Charles E. Stephens (SEAL)
Nancy V. Stephens (SEAL)

STATE OF KANSAS,

Douglas County } ss.
 BE IT REMEMBERED, That on this 18th day of Dec A. D. 1916, before me,

W. M. Clark a Notary Public in and for said County and State, came Charles E. Stephens and Nancy V. Stephens 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 May 15 1917 W. M. Clark Notary Public.

Filed for Record the 21st day of Dec A. D. 1916, at 3²⁵ o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Naylor Deputy.

Recorded January 9 - 1917
 Charles E. Stephens
 Nancy V. Stephens
 William F. Corbitt
 Register of Deeds
 Douglas County, Kansas
 This mortgage is acknowledged to be the original instrument and the same has been paid in full, this mortgage is hereby released and the same is hereby cancelled. At witness on this day of Dec. 1916.