

MORTGAGE RECORD NO. 55.

This Indenture, Made this 17 day of January in the year of our Lord Nineteen Hundred and Seventeen, between B. S. Day and Grace E. Day his wife of Douglas and State of Kansas, of the first part, and The Peoples State Bank of Baldwin Kan. of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) 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 ies 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: The South one half of Lot Number Thirty Eight (38) and the North ten (10) feet of Lot Number Thirty Nine (39) all on Eighth Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said B. S. Day and Grace E. Day do hereby covenant and agree that at the delivery hereof they one 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 Fifteen Hundred (\$1500.00) Dollars according to the terms of one certain Note this day executed and delivered by the said B. S. Day and Grace E. Day to the said part y of the second part This Note is given for one year at 7% interest

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 ies of the second part, 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 y making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

B. S. Day (SEAL)
Grace E. Day (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of January A. D. 1917, before me, J. B. Ross a Notary Public in and for said County and State, came B. S. Day and Grace E. Day 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 March 28th 1917

J. B. Ross

Notary Public.

Filed for Record the 17th day of Jan A. D. 1917, at 9:25 o'clock P.M.

Estelle Northrup Register of Deeds.
W. Armstrong Deputy.

Recorded July 2nd 1920
 Estelle Northrup
 Register of Deeds
 Douglas County
 This mortgage having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. A. D. 1920
 Notary Public
 Joseph C. Mitchell
 Notary Public
 Douglas County
 State of Kansas