

MORTGAGE RECORD NO. 55.

This Indenture, Made this 17th day of January in the year of our Lord 1917 between Oris E. Myers and Blanch Myers his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

The Peoples State Bank of Baldwin Kansas of the second part:

WITNESSETH, That the said part us 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 we grant, bargain, sell and mortgage to the said part of 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 west one half of Lot No. one Hundred Six (106) and the north half of lots number One Hundred Eight (08) One Hundred Ten (110) and One Hundred Twelve (112) Lincoln Street, Baldwin Kans.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Oris E. Myers and Blanch Myers 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 Fifteen Hundred (\$1500.00) Dollars according to the terms of one certain Note this day executed and delivered by the said Oris E. Myers and Blanch Myers to the said part of of the second part This Note is given for one year at 7%.

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 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 part of making such sale, on demand, to said first Party heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Oris E. Myers. (SEAL)

Blanch Myers. (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

Oris E. Myers and Blanch Myers 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 17 day of January A. D. 1917 at 9:40 o'clock A. M.

Estelle Northrup Register of Deeds.

A. W. Armstrong Deputy.

Recorded Oct. 15th 1918
Estelle Northrup
J. B. Ross
Notary Public
for said County and State
and duly acknowledged the execution of the same
on the day and year last above written