

MORTGAGE RECORD NO. 55.

This Indenture, Made this 23 day of Feb'y in the year of our Lord Thirteen hundred and seventeen, between Daniel Ellis Bond and Rosetta M. Bond, his wife, of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: The west half (1/2) of the South-west quarter (1/4) of Section Twenty nine (29) in Township Thirteen (13) of Range Nineteen (19) less one acre in the South-west corner, sold off for United Brethern Church, in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 indefensible 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 Two Thousand 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 y of the second part Payable five 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 w<sup>ie</sup>'s amount shall become due and payable, and it shall be lawful for the said part y 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 y making such sale, on demand, to said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Jennie Watt Daniel Ellis Bond (SEAL) Rosetta M. Bond (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 23<sup>rd</sup> day of February A. D. 19 17 before me, Jennie Watt a Notary Public in and for said County and State, came Daniel Ellis Bond and Rosetta M. Bond, his wife, 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 30<sup>th</sup> March 19. 20 Jennie Watt Notary Public.

Filed for Record the 23 day of Feb'y A. D. 19 17 at 3<sup>20</sup> o'clock P. M. Esuelle Northrup Register of Deeds. Deputy.

Mod. 10-10-17 x  
Esuelle Northrup  
Notary Public  
Douglas County, Kansas