

MORTGAGE RECORD NO. 55.

This instrument is entered in the official mortgage records of the County of Douglas, State of Kansas, for the purpose of recording and giving notice to all persons interested in the same. Its failure to be so recorded shall not affect its validity.

Bank of Pickland, Private Bank.
Wm. N. Neece, owner.

This Indenture, Made this Twenty-fourth day of February in the year of our Lord one thousand nine hundred and seventeen, between Charles P. Harding, a bachelor of Douglas in the County of Douglas and State of Kansas, of the first part, and Bank of Pickland, private bank, Albert Neece, owner of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Thirty Eight Hundreds no/100 DOLLARS, to him 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 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 East one half (1/2) of North-west Quarter (14) and the South-west Quarter (14) of the North-east Quarter (14) all in Section Eleven (11) Township Ten (10) Range Seventeen (17) containing One Hundred and Twenty (120) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Charles P. Harding do hereby covenant and agree that at the delivery hereof he is 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 Thirty Eight Hundred no/100 Dollars according to the terms of one certain note this day executed and delivered by the said Charles P. Harding to the said part of 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 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 making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Chas. P. Harding (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Shawnee County } ss.

BE IT REMEMBERED, That on this 24 day of Feb. A. D. 1917, before me, Wallace Tibbette, a Notary Public in and for said County and State, came Charles P. Harding, a bachelor 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. 14th 1921

Wallace Tibbette
Notary Public.

Filed for Record the 26th day of February A. D. 1917, at 10²⁵ o'clock A. M.
Etelle Notkamp Register of Deeds.
Lo Reine Walton Deputy.