

MORTGAGE RECORD NO. 55.

This Indenture, Made this 19th day of July in the year of our Lord nineteen hundred and fifteen between O. L. Mitchell and Stella B. Mitchell his wife of Baker in the County of Linn and State of Kansas, of the first part, and L. L. Lough of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Twenty Three hundred fifty nine 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 second 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 South half of lot numbered one hundred and one (101) one hundred two (102) and one hundred three (103) east Main Street, Baldwin City.

This mortgage is given for part of the purchase price of the property mortgaged.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said O. L. Mitchell and Stella B. Mitchell 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 Twenty Three hundred fifty nine Dollars according to the terms of one certain note this day executed and delivered by the said O. L. Mitchell and Stella B. Mitchell to the said part second of the second part due in five years with 6% interest payable annually

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 second 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 second making such sale, on demand, to said O. L. Mitchell and Stella B. Mitchell, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

O. L. Mitchell (SEAL)
Stella B. Mitchell (SEAL)
(SEAL)

STATE OF KANSAS,

Linn County ss.

BE IT REMEMBERED, That on this 18th day of January A. D. 1916, before me, J. J. McConnell a Notary Public in and for said County and State, came O. L. Mitchell and Stella B. Mitchell (wife) to me personally known to be the same person as 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 April 6 1917 J. J. McConnell Notary Public.

Filed for Record the 26th day of February A. D. 1917, at 10⁰⁰ o'clock A.M.
Estelle Northrup Register of Deeds.
L. R. Wallow Deputy.