

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 8<sup>th</sup> day of March in the year of our Lord one thousand seven hundred and seventeen, between Wm. A. Waterson and Jemima Waterson, his wife of Douglas and State of Kansas, of the first part, and Louis Georgie of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One 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 2d 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 southwest 1/4 of the Northeast 1/4 of section 17, also the south 1/2 of the west 1/2 corner of the north 1/2 of the south east 1/4 of section 20. Also commencing at the southeast corner of the northeast 1/4 section 17, thence running west 80 rods, thence north 10 rods, thence east 80 rods thence south 1 rod to place of beginning. all in township 14, Range 20 containing 45 1/2 acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 One thousand Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part 2d of the second part Louis Georgie.

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 2d 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 2d making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Wm. A. Waterson (SEAL)  
Jemima Waterson (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of March A. D. 1917, before me, Geo. W. Kuhner a Notary Public in and for said County and State, came Wm. A. Waterson and Jemima Waterson, 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 Jan. 25 1918

Geo. W. Kuhner Notary Public.

Filed for Record the 8<sup>th</sup> day of March A. D. 1917, at 2<sup>12</sup> o'clock P. M.

Stella Northrup Register of Deeds.  
L. R. Walton Deputy.

This conveyance is returned on the original instrument. The same having been paid in full, this mortgage is hereby released and the same is hereby created discharged. At witness my hand this 17<sup>th</sup> day of March A. D. 1917.

L. R. Walton

J. B. B. B.

Recorded Jan. 23<sup>rd</sup> 1914

Stella Northrup

Register of Deeds.