

MORTGAGE RECORD NO. 55.

This Indenture, Made this 5th day of March in the year of our Lord one thousand, nine hundred and seventeen, between C. E. Gibson and Sarah Gibson, his wife of Baldwin, # 2 in the County of Douglas and State of Kansas, of the first part, and Elmer Underwood of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Nine Hundred Twenty Five 00/100 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 East Half of the North West Quarter (E. 1/2 N. W. 1/4) of Section Thirteen (13), Township Fifteen (15), Range Eighteen (18), containing Eighty acres.

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 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 Nine Hundred Twenty Five 00/100 Dollars according to the terms of a certain real estate bonds this day executed and delivered by the said C. E. Gibson and Sarah Gibson to the said part y of the second part due March 7th, 1922, with interest according to the tenor of five interest coupons here attached, principal and interest payable at the New York Company, New York, N.Y. and subject to 10% interest after maturity. 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 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 or to 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 C. E. Gibson (SEAL) Sarah Gibson (SEAL)

STATE OF KANSAS, Franklin County } ss. BE IT REMEMBERED, That on this 5th day of March A. D. 1917, before me, C. E. Gibson and Sarah Gibson, his wife a Notary Public in and for said County and State, came 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 on the 24th day of April, 1917 M. Martin Notary Public.

Filed for Record the 10th day of March A. D. 1917, at 2¹⁵ o'clock P. M. Estelle Northrup Register of Deeds. L. Gene Wallon Deputy.

The following is extract from the original instrument: The above mortgage was made in accordance with the original instrument, dated 18th day of February, A. D. 1917. Elmer Underwood

Recorded - Feb. 11th 1920. C. E. Gibson & Sarah Gibson. Register of Deeds.

(L.S.)

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