

## MORTGAGE RECORD NO. 55.

year of our Lord  
1881  
in the County of

the second part:  
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DOLLARS,

grant, bargain,

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(SEAL)

(SEAL)

(SEAL)

before me,

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wife

known to be

of the same.

day and year

Public.

P.M.

ister of Deeds.

Deputy,

This Indenture, Made this third day of January in the year of our Lord  
nineteen hundred seventeen between Annie I. Yandell  
and Chas. Yandell, her husband of Douglas in the County of  
Douglas and State of Kansas, of the first part, and The Lawrence National  
Bank, of Lawrence, Kansas of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of

One Thousand dollars all of the first part, in consideration of the sum of

to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain,

sell and mortgage to the said part y of the second part its successors 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: Being a part of land

the North-East quarter, Section 33, Township 13, Range

20 in Douglas County, Kansas, described as follows.

Beginning at a point 33 feet south of the Northwest corner of said

Northwest quarter of said North-east quarter, thence South 200 feet

along the line dividing the North-west quarter from the North-

east quarter of the said Section, thence east 162 feet, thence

North parallel with said quarter section line 200 feet, thence

west 162 feet to place of beginning, including stone building,

residence, barn and ware house, also the North 20 acres of the West

100 acres of the South West quarter the one acre in the North

west corner thereof in Section 27, Township 13, Range 20, Douglas County,

with all the appurtenances, and all the estate, title and interest of the said part iss of the first part therein. And the said part

do herely covenant and agree that at the delivery hereof they are the lawful owner all of the premises, above granted,

and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

excepting a mortgage for \$2000.00 on the above described 20 acres.

This Grant is intended as a Mortgage to secure the payment of the sum of \$1000.00

according to the terms of one certain note this day executed

and delivered by the said first parties to the said part y of the second part

The Lawrence National Bank

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 y of the second part, its successors, executors, administra-

tors 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 first parties

heirs and assigns.

IN WITNESS WHEREOF, The said part iss of the first part has se hereunto set their hand and seal

the day and year first above written.

Signed, Sealed and Delivered in presence of Mrs Annie I. Yandell (SEAL)

Chas. Yandell (SEAL)

(SEAL)

STATE OF KANSAS, } ss.

Douglas County

BE IT REMEMBERED, That on this 4 day of January A. D. 1917, before me,

Geo. W. Kahne, a Notary Public in and for said County and State, came

Annie I. Yandell and Chas. Yandell, her husband

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 Jan. 25 1918 Geo. W. Kahne Notary Public.

Filed for Record the 19<sup>th</sup> day of March A. D. 1917, at 10<sup>00</sup> o'clock A. M.

Estelle Hathorn Register of Deeds.

Lo Reine Walter Deputy.

This mortgage is subject to the official instrument

The mortgage is hereby acknowledged and the

At witness my hand this 19th day of January, A. D. 1917.

Chas. Yandell, Plaintiff

vs.

The Lawrence National Bank,

Defendant.

Recorded May 22, 1917

Estelle Hathorn

Register of Deeds

(28)