

MORTGAGE RECORD NO. 55.

This Indenture, Made this fifth day of April in the year of our Lord nineteen hundred and seventeen, between Chas. A. Brown and Belle Brown his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and John Bell of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Eight Hundred fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do grant, bargain, sell and mortgage to the said part ies 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: Lot Twelve (12), Thirteen (13) and the North half of Lot Fourteen (14), Baldwin City, Kansas.

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 ies 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 Eight hundred fifty and no/100 Dollars according to the terms of a certain promissory note this day executed ies and delivered by the said parties of the first part to the said part ies of the second part due one year after date with interest from date at the rate of 7 1/2 per annum 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 ies 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 ies making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Chas. Brown (SEAL)
Belle Brown (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1917, before me, John B. Bell a Notary Public in and for said County and State, came Chas. A. Brown and Belle Brown his wife to me personally known to be the same person ies 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 March 1917 John B. Bell Notary Public.

Filed for Record the 9th day of April A. D. 1917 at 10⁰⁰ o'clock P. M.
Estelle Withings Register of Deeds.
L. Paine Walton Deputy.

One returned to sender on the original instrument. The new herein described having been paid in full. Mortgage is hereby released and the same is hereby created discharged. As witness my hand this 21st day of April, A. D. 1917.

Recorded April 21 1917

Estelle Withings
Register of Deeds

John B. Bell
Notary Public