

MORTGAGE RECORD NO. 55.

This Indenture, Made this First day of March in the year of our Lord nineteen hundred Seventeen, between L. L. Montgomery and Minnie Montgomery, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

Geo. Montgomery of the second part:

WITNESSETH, That the said part Geo. Montgomery of the first part, in consideration of the sum of Thirty Six Hundred DOLLARS, to Geo. Montgomery 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 Geo. Montgomery 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 one-half (1/2) of the East one-half (1/2) of the North-west quarter (1/4) and the East one-half (1/2) of the South-west one-quarter (1/4), all in Section (8), Township (15), Range (19).

with all the appurtenances, and all the estate, title and interest of the said part Geo. Montgomery of the first part therein. And the said L. L. Montgomery and Minnie Montgomery do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Thirty Six hundred dollars according to the terms of one certain note this day executed and delivered by the said L. L. Montgomery & Minnie Montgomery to the said part Geo. Montgomery of the second part

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 Geo. Montgomery 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 Geo. Montgomery making such sale, on demand, to said Geo. Montgomery heirs and assigns.

IN WITNESS WHEREOF, The said part Geo. Montgomery 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

L. L. Montgomery (SEAL)
Minnie Montgomery (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 27 day of April A. D. 1917, before me, Chas. E. Becke a Notary Public in and for said County and State, came L. L. Montgomery and Minnie Montgomery, his wife 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 April 7 1921

Chas. E. Becke

Notary Public.

Filed for Record the 28th day of April A. D. 1917, at 9⁴⁵ o'clock A. M.

Estelle Northrup Register of Deeds.
L. R. Reed Walton Deputy.

The foregoing is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, and the same is hereby certified to be correct. As witness my hand and seal this 28th day of April, A. D. 1917.

ATTEST:

Register of Deeds

Recorded July 6 1920

L. L. Montgomery & Minnie Montgomery
Horne Thomas
George E. Becke