

## MORTGAGE RECORD NO. 55.

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This Indenture, Made this 3rd day of July in the year of our Lord nineteen hundred Seventeen, between B. S. Bennett and Sarah Bennett, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Mary A. Harpster of Kansas City, Kansas of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Thirteen hundred fifty DOLLARS, to them 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 of of the second part her 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 (31) Thirty one, (32) Thirty two, (33) Thirty three, and four (4) feet off the south side of lot 70 (30) Thirty, all in Eighth street, Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said B. S. Bennett & Sarah Bennett do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefensible 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 Thirteen hundred fifty Dollars according to the terms of two certain notes this day executed

and delivered by the said to to the said part of of the second part One note for (300) one thousand dollars due July 4, 1918 - one note for (350) three hundred fifty dollars due July 1, 1918. Both notes bearing 6% interest from date 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 of of the second part, her 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said B. S. Bennett, his heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

B. S. Bennett (SEAL)  
Sarah Bennett (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 3rd day of July A. D. 1917, before me, Ethel Huff, a Notary Public in and for said County and State, came B. S. Bennett and Sarah Bennett, his wife to me personally known to be the same person who 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 Aug 7 1917 Ethel Huff Notary Public.

Filed for Record the 18 day of July A. D. 1917, at 8:52 o'clock A. M.  
Estelle Northrup Register of Deeds.  
L. Paine Walton Deputy.

Recorded Oct 29th 1917  
The whole herein described having been paid in full, this mortgage is hereby released and the money ceased discharged. As witness my hand this 22nd day of July A. D. 1917 time  
Mary A. Harpster  
Register of Deeds