

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 8<sup>th</sup> day of August in the year of our Lord nineteen hundred and seventeen between S. W. Ward and Elizabeth A. Ward, his wife, of the Township of Wakarusa in the County of Douglas and State of Kansas, of the first part, and \_\_\_\_\_

\_\_\_\_\_ Helen M Palmer \_\_\_\_\_ of the second part:  
**WITNESSETH**, That the said part 1st of the first part, in consideration of the sum of \_\_\_\_\_

Eleven Hundred \_\_\_\_\_ DOLLARS,  
to—them—, duly paid, the receipt of which is hereby acknowledged, has ~~not~~ sold, and by these presents do \_\_\_\_\_ grant, bargain,  
sell and mortgage to the said party \_\_\_\_\_ 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:— *The West half (1/2) of the*  
*Northeast quarter (1/4) of the Southeast quarter (1/4) and the West Ten (10)*  
*acres of the East half (1/2) of the East half (1/2) of the Northeast quarter*  
*(1/4) all in Section Twenty-one (21) Township Twelve (12) of Range Nine*  
*ten (19) in said County and State, less the public roads crossing said*  
*land.*

The mortgagee agrees to keep the buildings on premises insured against fire, lightning and wind storm, to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause attached, making loss payable to said mortgagee, or assignee, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said part ice 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.....

Eleven hundred Dollars

according to the terms of one certain note \_\_\_\_\_ this day executed \_\_\_\_\_

and delivered by the said Parties of the first part \_\_\_\_\_ to the said part y of the second part

Payable five years after date with interest thereon according to the  
terms of said note and coupons thereto attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for any part thereof, or interest thereon, or the taxes, or if the insurance be 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, 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 sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Parties of the  
first part, 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

Jennie Watt

L. W. Ward (SEAL)

Elizabeth A. Ward.....(SEAL)

(SEAL)

STATE OF KANSAS.

— Douglas County —

BE IT REMEMBERED, That on this 8<sup>th</sup> day of August A. D. 1917, before me,

— Jensie Watt — a Notary Public in and for said County and State, came  
— A. W. Ward and Elizabeth A. Ward, his wife —

L. S.

\_\_\_\_\_ 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires. — 30<sup>th</sup> Mch. — 1920

Jennie Watt

**Notary Public.**

Filed for Record the 3<sup>rd</sup> day of August A. D. 1917 - at 5<sup>12</sup> o'clock P. M.

*Estelle Northrup*.....Register of Deeds.

L. Perine Walton Deputy.