

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of August in the year of our Lord Nineteen hundred and seventeen between Clarissa E. Bear, an unmarried woman, the widow of Charles S. Bear of Baldwin City in the County of Douglas and State of Kansas, of the first part, and E. W. Spencer of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Five hundred and no DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said part of 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 North five and one half (5 1/2) acres of the south thirty (30) acres of that part of the City of Baldwin City, vacated, lying South of Jersey Street and West of tenth street, the same being in the Southeast quarter of Section 4, Township 15, Range 20 East of the sixth R.M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do sell hereby covenant and agree that at the delivery hereof she is the lawful owner 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 Five hundred and no DOLLARS according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part of 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 of 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 sale 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 party of the first part, her heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has her hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Clarissa E. Bear (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 20 day of August A. D. 1917, before me, the undersigned a Notary Public in and for said County and State, came Clarissa E. Bear, unmarried, the widow of Charles S. Bear to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

L. S.

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 28 1921

J. B. Ross

Notary Public.

Filed for Record the 22nd day of Aug. A. D. 1917, at 10 45 o'clock A.M.

Estelle Northrup Register of Deeds.

Deputy.

The following is endorsed on the back of instrument:
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created thereon is released.
July 7th 1923
A. D. 1923
Mary E. Spencer
Attest:
Spencer & Spencer
Registered Deeds

Indorsed on back of Book 54 Page 63.