

MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of September in the year of our Lord nineteen hundred and seventeen, between Batie Collins, a single man, of Douglas and State of Kansas, of the first part, and Nellie J. Smith, of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Seven hundred (\$700) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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:

All of lot number one (1) in the southeast fractional quarter of Section six (6), Township Number Twelve (12), Range Nineteen (19), lying south of the right-of-way of the C. & D. F. R.R., and the north half of the northeast quarter of Section Seven (7), Township Twelve (12), Range Nineteen (19), less the north four (4) acres of the east ten acres of the said north half of the northeast quarter of Section seven (7).

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Batie Collins, the party of the first part do do hereby covenant and agree that at the delivery hereof he 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 Seven hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said part of the first part to the said part y 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, for 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 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Batie Collins, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Batie Collins (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 14 day of September A. D. 1917, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Batie Collins, a single man,

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 Jan. 25, 1918 Geo. W. Kuhne Notary Public.

Filed for Record the 14th day of September A. D. 1917, at 10:22 o'clock A. M. Estelle Northrup Register of Deeds. L. Reine Walton Deputy.

Recorded April 27, 1918
 Estelle Northrup
 Register of Deeds.
 L. Reine Walton
 Deputy.
 This mortgage is subject to the same terms as the mortgage recorded in Book 12, Page 125-20. The mortgagee has been paid in full, this mortgage is hereby released and the grantor is discharged. At witness my hand this 1st day of September, A. D. 1917.
 Batie Collins
 Nellie J. Smith