

MORTGAGE RECORD NO. 55.

This Indenture, Made this First day of July in the year of our Lord nineteen hundred and seventeen ⁽¹⁹¹⁷⁾ between Caleb Hultz and Luella Hultz, husband & wife of Wallace in the County of Wallace and State of Kansas, of the first part, and Henry Moore of the second part:

WITNESSETH, That the said part iss of the first part, in consideration of the sum of Fourteen Hundred and Forty-five and 50/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 Thirty (30) acres of the South East one-quarter (1/4) of the South West one-quarter (1/4) of Section Twenty-two Township Twelve (12) Range Twenty (20).

with all the appurtenances, and all the estate, title and interest of the said part iss of the first part therein. And the said Caleb Hultz and Luella Hultz 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 \$ 1445.50 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

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 y 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 money 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 y making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Caleb Hultz (SEAL)
Luella Hultz (SEAL)

STATE OF KANSAS,

Wallace County } ss.

BE IT REMEMBERED, That on this 12th day of September A. D. 1917, before me, J. Aug. Johnson a Notary Public in and for said County and State, came Caleb Hultz and Luella Hultz, husband and wife to me personally known to be the same persons 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 Feb. 17 1919

J. Aug. Johnson
Notary Public.

Filed for Record the 17th day of September A. D. 1917, at 1:05 o'clock P.M.

Etelle Northrup Register of Deeds.
W. E. Walton Deputy.

This document is recorded as the original instrument. The public records are not to be used as evidence in any case. The original instrument is the only one to be used as evidence in any case. The original instrument is the only one to be used as evidence in any case.

June 30, 1917
Etelle Northrup