

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of September in the year of our Lord nineteen hundred seventeen, between D. W. Dews and wife, Ellen B. Dews of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Lillie Pench and Catherine C. Norton, of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four Thousand and no/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 ies of the second part their 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 the Northeast quarter (1/4) of Section Two (2), Township Thirteen (13) Range Eighteen (18), containing One Hundred Sixty (160) acres, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of

Four Thousand Dollars

according to the terms of one certain note and coupons this day executed and delivered by the said parties of the first part to the said part ies of the second part said notes bearing interest at five per cent due in five years after date and the coupons being for One Hundred Dollars each. 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 ies of the second part, their 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 ies making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

D. W. Dews (SEAL)

Ellen B. Dews (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of September A. D. 1917, before me, Geo. L. Kreech a Notary Public in and for said County and State, came D. W. Dews and wife, Ellen B. Dews,

L.S.

to me personally known to be the same person and 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 Jan. 19 1918

Geo. L. Kreech

Notary Public.

Filed for Record the 28th day of September A. D. 1917, at 8²⁵ o'clock A.M.

Estelle Northrup, Register of Deeds.

Lo Raine Walton, Deputy.

For Release See Book 62 Page 514