

MORTGAGE RECORD NO. 55.

This Indenture, Made this Third day of December in the year of our Lord nineteen hundred and seventeen, between Dwight Dasher Harris, a single man, of the City of Shawnee of Shawnee in the County of Shawnee and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Nine hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he it sold, and by these presents do it 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 South 1/2 of the South-east quarter (1/4) of Section Thirty (30), and Lots, numbers One (1) and Two (2), in said Section Thirty (30), in Township Eleven (11) of Range Eighteen (18) East of 6th P.M., less 38 acres, deeded to Mary A. M. Blannah by deed recorded in Book 28 at page 510, and less Right of Way to S. C. P. & Western Railway Co., in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said party of the first part do it 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 Nine hundred 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 payable three 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, 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 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 of making such sale, on demand, to said party of the first part his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Dwight Dasher Harris (SEAL) Jennie Hatt (SEAL) (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of December A. D. 1917, before me, Jennie Hatt a Notary Public in and for said County and State, came Dwight Dasher Harris, a single man, 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 30th March 1920 Jennie Hatt Notary Public.

Filed for Record the 4th day of December A. D. 1917, at 10⁴⁵ o'clock A.M. Esselle Northrup Register of Deeds. Deputy.

Received Jan. 29 1920 Esselle Northrup Register of Deeds. Jennie Hatt Hugh Blair admit James Wick (The following is correct as to original instrument) This note has been described having been paid in full, this date, by Jennie Hatt of Shawnee, Kan. and the same has been duly entered and discharged. As witness my hand this 29th day of January, A. D. 1920