

MORTGAGE RECORD NO. 55.

This Indenture, Made this 31st day of December, in the year of our Lord nineteen hundred seventeen (1917), between Albert Lee Mason and his wife Gertrude Mason, of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and

W. L. Kiefer of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Twenty Four Hundred and ~~100~~ 200 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ~~ve~~ sold, and by these presents do 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: Commencing at a point on the South line of the N.E. 1/4 of the S.E. 1/4 of sec. 1, Twp. 13, Range 19, Forty rods west of the west line of the highway on the East side of said Quarter Section, thence North 20 rods thence East 2 rods, thence North 20 rods; thence West 20 rods, thence west to the North East corner of the tract sold by W.E. Young and wife to D.H. Chapman 20 rods East of the West line of said Quarter Section, thence South 40 rods to the South line of said Quarter Section, thence East to the place of beginning, containing 5 acres more or less. Also, commencing at a point in the E. 1/4 of sec. 1, Twp. 13, Range 19, 20 rods West of the South West corner of the parcel of land now owned and occupied (June 31, 1917) as a homestead by W.M. Brown, and 60 rods East of the East line of said Quarter Section, thence West 20 rods, thence North 40 rods to a point 2 rods South of the North line of said Quarter Section, thence East 20 rods, thence South 40 rods to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Albert Lee Mason and Gertrude Mason 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 except a first mortgage to W. H. Metcalf of \$1100.00 due January 1st 1921.

This Grant is intended as a Mortgage to secure the payment of the sum of \$2000.00)

according to the terms of one certain installment note this day executed and delivered by the said Albert L. Mason and his wife Gertrude Mason 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 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 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 ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Albert Lee Mason (SEAL)

Gertrude Mason (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31st day of December, A.D. 1917, before me,

C. A. Fulton, a Notary Public in and for said County and State, came

Albert Lee Mason and his wife Gertrude Mason

(L.S.) (S)

to me personally known to be the same person as 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 January 27th 1920 C. A. Fulton Notary Public.

Filed for Record the 12th day of January, A.D. 1918, at 3:00 o'clock P.M.

J. Estelle Jeffreys Register of Deeds.

Deputy.