

MORTGAGE RECORD NO. 55.

This Indenture, Made this 9th day of February in the year of our Lord
Nineteen hundred Eighteen, between Lewis J. Gillham and
Emma L. Gillham, his wife of Baldwin City in the County of
Douglas and State of Kansas, of the first part, and

The Baldwin City Cemetery Company of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four hundred fifty 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 its successors 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 North East quarter
(NE 1/4) of the South West quarter (SW 1/4) of Section Thirty five (35) Township
Fourteen (14) Range Twenty (20) East of Sixth (6) M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Lewis J. Gillham and Emma L. Gillham
 do hereby covenant and agree that at the delivery hereof they are the lawful owner S 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
Four hundred fifty Dollars
 according to the terms of one certain note this day executed
 and delivered by the said Lewis J. Gillham and Emma L. Gillham to the said part y of the second part
due in 5 years with 7% interest per annum payable Semi-annually

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, its successors, executors, administra-
 tors 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 Lewis J. Gillham
and Emma L. Gillham their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Lewis J. Gillham (SEAL)
Emma L. Gillham (SEAL)
(L.S.) (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9th day of February A. D. 1918, before me,
W. M. Clark a Notary Public in and for said County and State, came
Lewis J. Gillham and Emma L. Gillham, his wife
(L.S.) the same person S 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 May 15 1919 W. M. Clark Notary Public.

Filed for Record the 11th day of February A. D. 1918, at 9⁴⁵ o'clock A. M.
Estelle Northrup Register of Deeds.
(Deputy)

This following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.

As witness my hand this 9th day of January A. D. 1923
The Baldwin City Cemetery Company
whose 71-71 block, East -

Recorded Jan 13 1923

See C. McIlwain
for name of the
the Public-Dep. (Sealed)