

MORTGAGE RECORD NO. 55.

This Indenture, Made this 14th day of February in the year of our Lord nineteen hundred eighteen (1918), between Harry Tyler and Grace M. Tyler, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Eugene A. Plank of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Twenty-five and no/100 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 second 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:

A plot of ground described as follows: Begin at a point forty feet (40) feet East and Low Hundred Forty Two and one half (142 1/2) feet North of the South west corner of Lot No. Forty-three (43), Block No. One (1) of the Belmont Addition; thence North One Hundred Thirty (130) feet; thence North Forty (40) feet; thence East One Hundred Thirty (130) feet; thence South Forty (40) feet to place of beginning; ad in section thirty two (32), Twp. 12 North, Range Twenty (20).

with all the appurtenances, and all the estate, title and interest of the said part first 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 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 Twenty-five and no/100 Dollars according to the terms of Three certain notes this day executed and delivered by the said parties of the first part to the said part second 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 payments for 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 second 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 second making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Harry Tyler (SEAL)
Grace M. Tyler (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1918, before me, U. L. G. Plank a Notary Public in and for said County and State, came Harry Tyler and Grace M. Tyler, his wife to me personally known to be the same person s 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 December 25 1919 U. L. G. Plank Notary Public.

Filed for Record the 25 day of February A. D. 1918, at 9:15 o'clock A.M.

Estelle Northrup Register of Deeds.
Ferne E. Ford Deputy.

This document is recorded on the original instrument.
 The same has been filed for record in the office of the Register of Deeds,
 and the same is hereby acknowledged. As witness my hand and seal this 25th day of February, 1918.
 Eugene A. Plank
 Notary Public
 Recorded April 29, 1918
 Estelle Northrup
 Register of Deeds