

MORTGAGE RECORD NO. 55.

581

This Indenture, Made this 27th day of February in the year of our Lord nineteen hundred and eighteen, between Earl F. Williams and Winifred Williams, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Noah S. Weimer of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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:

Beginning One Thousand (1000) feet east of the southwest corner of the North West Quarter of Section four (4) Township 15, south of Range 20, east of 6 P. M. Thence north 600 feet, thence due east about 640 feet more or less to a point intersecting the west line of the Kansas City Lawrence and Southern Railway, thence north of said line to a point intersecting the south line of said north west quarter of section 4, T. 15, south of Range 20, thence due west along said quarter section line to the place of beginning, being in all five and a fraction acres. Also all machinery attached thereto that the said part 1st of the first part has given for the undivided one half interest in the above described, with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Earl F. Williams and Winifred Williams 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

This Grant is intended as a Mortgage to secure the payment of the sum of \$3000.00 undivided one half interest Dollars according to the terms of one certain note this day executed and delivered by the said Earl F. Williams and Winifred Williams to the said part 2^d of the second part any part of the principal can be paid at any interest payment. Interest payable annually at 6%.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment 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 2^d 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 2^d making such sale, on demand, to said fixed parties heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has set hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of

Earl F. Williams (SEAL)

Winifred Williams (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of February A. D. 1918, before me, J. C. Nix a Notary Public in and for said County and State, came Earl F. Williams and Winifred Williams, his wife 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 Oct 25th 1921

J. C. Nix Notary Public.

Filed for Record the 15 day of March A. D. 1918, at 8⁴⁰ o'clock A. M.

Edith Northrup Register of Deeds.
Ernest Flood Deputy.

The 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 is hereby released.

A witness my hand this 4th day of May A. D. 1923
Noah S. Weimer
J. B. Nix

Recorded May 5th 1923
Leah E. McElmester
Register of Deeds