

MORTGAGE RECORD NO. 55.

This Indenture, Made this 28th day of March in the year of our Lord nineteen hundred eighteen, between Edward Marshall, a single man of Endora in the County of Douglas and State of Kansas, of the first part, and Harley Zimmerman of the second part: **WITNESSETH**, That the said part y of the first part, in consideration of the sum of Eight hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha S sold, and by these presents do ee grant, bargain, sell and mortgage to the said part y 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: Lot Number One to Five and Lot Number Seven to Twenty inclusive all in Block Number Two hundred and twenty (220) City of Endora, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Edward Marshall do ee 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 Eight hundred 00/100 dollars according to the terms of one certain Note this day executed --- and delivered by the said Ed Marshall to the said part y of the second part due on or before three years from date bearing interest at the rate of six per cent from date, interest 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 y 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 sale 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 Ed. Marshall, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Ed Marshall (SEAL) Edward Marshall (SEAL) (SEAL)

STATE OF KANSAS, Douglas County } ss. **BE IT REMEMBERED**, That on this 28th day of March A. D. 1918, before me, Adolph Lotz, Jr. a Notary Public in and for said County and State, came Edward Marshall, a single man (L.S.) of 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 January 29th 1919 Adolph Lotz, Jr. My Commission Expires June 1st 1919 Notary Public. Filed for Record the 11 day of April A. D. 1918, at 240 o'clock P. M. Esule Dpthrup Register of Deeds. Deputy.

Notary Public in and for the State of Kansas, my commission expires on the 1st day of June, 1919. Esule Dpthrup Notary Public. August 5 1918 Esule Dpthrup Notary Public.