

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 26th day of October in the year of our Lord nineteen hundred seventeen (1917), between Loula Harmon and Lewis Harmon, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Theodore Johnson of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Hundred Fifty & no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell 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:

Beginning at a point 20 rods west from the South east corner of the S. 1/4 of the N. 1/4 of Sec. 29 T. 2 N. 12 S. of R. 20 East of the 6th P. M. thence N. 1/4 35 feet; thence North to Right of Way of Union Pacific Railroad, thence North easterly along right of way about 35 feet to a point due North of the place of beginning thence south to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 One Hundred Fifty Dollars according to the terms of one certain note this day executed and delivered by the said Parties of the first part to the said part y 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 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 y 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 sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Mrs. Loula Harmon (SEAL)

Lewis Harmon (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of October A. D. 1917, before me, U. S. S. Plank a Notary Public in and for said County and State, came Loula Harmon and Lewis Harmon, her husband to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged the execution of the same.

(G.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 Dec 25 1919 U. S. S. Plank Notary Public.

Filed for Record the 2 day of July A. D. 1918, at 3:20 o'clock P. M.  
Estelle Northrup Register of Deeds.  
Turne Filora Deputy.

This document is subject to the provisions of the Act of August 11, 1917, Chapter 103, Laws of the State of Kansas.

Theodore Johnson

Not 20  
Estelle Northrup  
Turne Filora