

## MORTGAGE RECORD NO. 55.

This Indenture, Made this twenty eighth day of November in the year of our Lord nineteen hundred and sixteen, between L. Lee Hadley and Lidia Hadley, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and The Peoples State Bank of Baldwin, Inc. of the second part: WITNESSETH, That the said part us of the first part, in consideration of the sum of Eleven hundred sixty and no/100 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 it of the second part its 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 half of the Northwest Quarter of Section Sixteen (16) and the Northeast Quarter of the Northeast Quarter of Section Seventeen (17) Township Fifteen (15) of Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part us 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to J. L. Pettigrew, of Olatche, Kansas for four thousand Dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred and no/100 Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part it of the second part due one year from date with interest from date at 8% 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 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 us of the second part, 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 us making such sale, on demand, to said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

L. Lee Hadley (SEAL)  
Lidia Hadley (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of November A. D. 1916, before me, J. B. Ross a Notary Public in and for said County and State, came L. L. Hadley and Lidia Hadley, his wife to me personally known to be the same person us 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 March 28 1917 — J. B. Ross Notary Public.

Filed for Record the 23rd day of August A. D. 1918, at 8:35 o'clock A.M.  
Estelle Northrup Register of Deeds.  
Ferne Flora Deputy.

In Presence See Book 77 Page 573.