

MORTGAGE RECORD-59.

This Indenture, Made this 27 day of January A. D. 1917 between J. A. Halliday and wife Ella F. Halliday

of Baldwin, Douglas County, in the State of Kansas of the first part, and

of Baldwin, Douglas County, in the State of Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of Five Hundred and no 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part, heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

Commencing at corner station in the center of Lawrence Street and South Street as per recorded plat of Media Bank Building west in the south east 1/4 of the north east quarter 1/4 of the south east quarter of Section Five 5 Townships 15, Range twenty 20 Five hundred and nine 300 feet. Thence South three hundred and thirty five 335 feet to the line of S. A. Leach. Thence East along said line to the line of the S. A. and S. Railroad then Northeast along said line to the center of Lawrence Street thence north to place of beginning, center of Lawrence and South Streets.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said J. A. Halliday and Ella F. Halliday have on this day executed and delivered one certain promissory note in writing to said part 2nd of the second part, of which the following is a copy:

Baldwin, Kansas. Jan 27-1917
Five years after date we promise to pay to the order of Rose Jordan at the Baldwin State Bank, Five hundred dollars for value received with interest at the rate of six per cent. per annum from date payable annually

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, heirs heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2nd of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part have hereunto set their hands the day and year first above written.

Executed in the presence of

J. A. Halliday
Ella F. Halliday

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 27 day of January A. D. 1917 before me

H. M. Clark a Notary Public in and for said County and State, came

J. A. Halliday and Ella F. Halliday, his wife

who to me personally known to me to be the same person who executed the within instrument of writing, and each person

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 May 15 1917 H. M. Clark Notary Public.

Recorded February 2, 1917.
at 12 o'clock P. M.

Estelle Northrup
Register of Deeds
Essex Hora. Dep.