

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of September in the year of our Lord Nineteen hundred and fifteen, between C. S. Bolton & Lydia Bolton his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Laura Cracker of the second part:

WITNESEETH, That the said parties of the first part, in consideration of the sum of Four hundred and fifty (\$450.) 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 party of the second part her 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 Sixty-two (62) on New Jersey Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. S. Bolton & Lydia Bolton, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 3 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 Four hundred and fifty Dollars according to the terms of one certain promissory Note this day executed and delivered by the said parties of the first part Laura Cracker to the said party 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, 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 party of the second part, her 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 party making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of C. S. Bolton (SEAL) Lydia Bolton (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 10th day of September A. D. 1915, before me, Lucretia Standing Notary Public in and for said County and State, came C. S. Bolton & Lydia Bolton, his wife to me personally known to be the same person 2 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 July 5 1919 Lucretia Standing Notary Public.

Filed for Record the 17th day of Sept A. D. 1915, at 9³¹ o'clock A.M. Flory L. Lawrence Register of Deeds. Geo. C. Meyer Deputy.

Recorded Aug 27 - 1915
C. S. Bolton & Lydia Bolton
Laura Cracker