

MORTGAGE RECORD NO. 55.

*Second mortgage*

This Indenture, Made this 12<sup>th</sup> day of September in the year of our Lord Nineteen hundred and thirteen (1913), between Matthew C. Cannon and Anna Gertrude Cannon, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Edith Richmond of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred and no/100 DOLLARS, to her 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 No. One (1), Block No. Eight (8) Haskell Block an addition to the City of Lawrence, County of Douglas and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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.

Save one first mortgage for \$800.00  
This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred 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 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 second part, her heirs and assigns.

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

Signed, Sealed and Delivered in presence of Matthew C. Cannon (SEAL) Anna Gertrude Cannon (SEAL)

STATE OF KANSAS, Douglas County ss.  
BE IT REMEMBERED, That on this 12<sup>th</sup> day of September A. D. 1913, before me, M. S. G. Plank a Notary Public in and for said County and State, came Matthew C. Cannon and Anna Gertrude Cannon, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

20

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 December 11, 1915 M. S. G. Plank Notary Public.

Filed for Record the 20<sup>th</sup> day of Sept. A. D. 1915, at 9<sup>50</sup> o'clock A.M. Phyllis L. Lawrence Register of Deeds. Geo. C. Nibel Deputy.

For Release this Book 57 Page 77  
C. W. Design and See Book 57 Page 76