

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 7<sup>th</sup> day of October in the year of our Lord  
Thirteen Hundred and fifteen (1915), between Emma E. Plank and  
M. S. G. Plank, her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
John W. Miller of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Fifty-five Hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain,  
sell and mortgage to the said party 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 the northeast  
corner of Lot No. One (1) Block Eight (8) One's Addition to the City of  
Lawrence, thence West along the North side of said Lot Sixty-two (62) feet and  
Six (6) inches, thence South on a line parallel to the West line of said Lot  
One hundred (100) feet, thence East on the South line of said Lot to the Southeast  
corner thereof, thence North-east on line of said Lot to the place of beginning,

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 except a first mortgage  
to the State Savings Bank, Topeka, Kansas, for Fourteen Thousand & no/100  
Dollars. This Grant is intended as a Mortgage to secure the payment of the sum of \_\_\_\_\_  
Fifty-five Hundred and no/100 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, his executors, administra-  
tors 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 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

Emma E. Plank (SEAL)

M. S. G. Plank (SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED, That on this 7<sup>th</sup> day of Oct A. D. 1915, before me,  
Frank H. Roberts a Notary Public in and for said County and State, came  
Emma E. Plank and M. S. G. Plank, her husband  
to me personally known to be  
the same person & 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 28 1919 Frank H. Roberts  
Notary Public.

Filed for Record the 19<sup>th</sup> day of Oct, A. D. 1915 at 8<sup>20</sup> o'clock A.M.  
Floyd L. Lawrence Register of Deeds.  
Geo. C. Metzger Deputy.

The foregoing is a true and correct copy of the original as the same appears from the records of the office of the Register of Deeds of the County of Douglas, State of Kansas, on this 19th day of October, 1915.

Oct 18 1915

C. H. Roberts

J. W. Miller

H. E. Plank