

MORTGAGE RECORD NO. 55.

THIS GRANT IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THREE HUNDRED & SIXTY FIVE DOLLARS, ACCORDING TO THE TERMS OF ONE CERTAIN NOTE DATED THIS 7TH DAY OF DECEMBER, 1915, BY JOSEPH A. SHIELDS AND HANNAH SHIELDS, HIS WIFE, OF THE CITY OF LAWRENCE, IN THE COUNTY OF DOUGLAS, STATE OF KANSAS.

This Indenture, Made this seventh day of December in the year of our Lord Nineteen hundred and fifteen, between Joseph A. Shields and Hannah Shields, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. L. Bishop of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred & sixty-five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well 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: Lot number Five (5) in Doan's Subdivision of Block number seven (7) Earl's Addition to the City of Lawrence, said County, 9th State

The mortgagors agree to keep the buildings on premises insured against fire, lightning, and windstorms to the extent of their insurable value, in a company or companies approved by this mortgagee with mortgage clause making loss payable to said mortgagee or assigns, his interest with power of failing to do so being of mortgagee's duty, have same insured with the 1st of Dec. being added to the mortgage to draw interest until paid at 10%.

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 S. 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 Three hundred & sixty-five 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 Eighteen years after date with interest thereon according to the terms of said note and coupons thereto attached 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, 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 of the first part, their 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 Joseph A. Shields (SEAL) Hannah Shields (SEAL) Hugh Blair (SEAL)

STATE OF KANSAS, } ss. Douglas County } ss. BE IT REMEMBERED, That on this 7th day of December A. D. 1915, before me, Hugh Blair a Notary Public in and for said County and State, came Joseph A. Shields and Hannah Shields, his wife 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 28th Dec 1915 Hugh Blair Notary Public.

Filed for Record the 7th day of Dec A. D. 1915 at 4:21 o'clock P.M. Royce Lawrence Register of Deeds. Charles Metzger Deputy.