

MORTGAGE RECORD NO. 55.

This Indenture, Made this 15th day of December in the year of our Lord Mmteen hundred and fifteen, between David A. Dailey and Sarah E. Dailey, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part ist. of the first part, in consideration of the sum of Three hundred 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 part y. 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: Lots Numbers One hundred and fifteen (115) and One hundred and Sixteen in Block Number Thirtytwo (32) West Lawrence 4th on Westside of Michigan Street, in the City of Lawrence, said County and 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 mortgage with mortgage clause making loss payable to said mortgagee or his assigns, as interest may appear, no gaining to do so holder of mortgage may have some insure at the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part ist. 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 Two 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 part y. of the second part payable five 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 part y. 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 part y. making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Jennie Watt David A. Dailey (SEAL) Sarah E. Dailey (SEAL) (SEAL)

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED, That on this 15th day of December A. D. 1915, before me, Jennie Watt a Notary Public in and for said County and State, came David A. Dailey and Sarah E. Dailey, his wife to me personally known to be the same person S. 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 30th Nov 1916 Jennie Watt Notary Public.

Filed for Record the 16th day of Dec A. D. 1915, at 9:05 o'clock A. M. Lloyd L. Lawrence Register of Deeds. Geo. L. Wetzel Deputy.

Vertical text on the left margin: Recorded March 12 1916, State of Kansas, Notary Public, Hugh Blair.

Vertical text on the right margin: The following is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released. As witness my hand this 24th day of Sept 1915.