

## MORTGAGE RECORD NO. 55.

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 discharged.

Received March 25<sup>th</sup> 1924  
Jed. C. McElman -  
Register of Deeds

As witness my hand this 25<sup>th</sup> day of March A. D. 1924  
M. S. Bishop  
Attest:  
Jennie Platt

This Indenture, Made this Eighth day of February in the year of our Lord 1924, between M. A. Surm and Elizabeth Surm of North Lawrence in the County of Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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 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:

Commencing at a point in Section 26 in North Lawrence twenty (20) rods South and thirty-nine (39) rods West of a highway (6 1/2) feet East of the Northwest Corner of the Northwest quarter (14) of the Southwest fractional quarter (14) of Section twenty-nine (29) Township Twelve (12) Range twenty (20) East of 6<sup>th</sup> M. Thence West Seventy (70) feet; Thence North ten (10) rods; thence East Seventy (70) feet; Thence South Ten (10) rods to place of beginning, being in the City of Lawrence in said County of Douglas.

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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years after date with interest at six percent semi-annually, according to the coupons attached to said note, privilege reserved to pay \$50. or any multiple thereof or principal when interest falls due 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 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 and seal of the day and year first above written.

Signed, Sealed and Delivered in presence of

M. A. Surm (SEAL)  
Elizabeth Surm (SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of February A. D. 1924, before me, Hugh Blair a Notary Public in and for said County and State, came M. A. Surm and Elizabeth Surm, 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 28<sup>th</sup> Decr 1917

Hugh Blair  
Notary Public.

Filed for Record the 9<sup>th</sup> day of Feb. A. D. 1924 at 8<sup>10</sup> o'clock A. M.  
Floyd Lawrence Register of Deeds.  
Geo. C. Wolfel Deputy.

THIS MORTGAGE IS ENDORSED ON THE ORIGINAL INSTRUMENT.

Recorded May 17 1924