

## MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of March in the year of our Lord 1916, between Rosa M. Wilks & Robert A. Wilks, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and John G.A. Norton, of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand (\$1000.00) 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 parties 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 numbered Twenty-seven (27) in Breezdale an Addition to the City of Lawrence, Douglas County, 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 indefensible 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

One thousand (\$1000.00) Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part due in one year from date with interest at six per cent per annum, payable semi-annually

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 parties of the second part his executors, administrators and assigns, at any time hereafter 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 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 the day and year first above written.

Signed, Sealed and Delivered in presence of

Rosa M. Wilks (SEAL)

Robert A. Wilks (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 1916, before me,

the undersigned a Notary Public in and for said County and State, came Rosa M. Wilks & Robert A. Wilks, 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 December 30 1916

O. H. Cooper

Notary Public.

Filed for Record the 3rd day of March A. D. 1916, at 11:45 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Hefel Deputy.

This mortgage is recorded by the County Clerk of Douglas County, Kansas, on the 27th day of March, 1916, at 11:45 A.M. in Book 17, Page 121.

Recorded Feb 27 1916  
 Esau Norton  
 Clerk of Douglas County, Kansas