

MORTGAGE RECORD NO. 55.

This Indenture, Made this 10th day of March in the year of our Lord 1916, between Robert E. Bursk and Lena G. Bursk, his wife, of the City of Sterling, Whiteside and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Six 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 of 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 One hundred and thirteen (13) on the West side of Illinois Street in Block Number Thirty-seven (37) in that part of the City of Lawrence known as West Lawrence.

The mortgagors agree to keep the building on premises insured against fire, lightning and windstorm to the extent of their reasonable value in a company or companies approved of by this mortgage with mortgage clause making loss payable to said mortgage, or his assigns as interest may appear, and failing to do so holder of mortgage may have same insured at the cost of so doing and add to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part is 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 infeasible 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 Six 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 of 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 part of 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 of making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Robert E. Bursk (SEAL) Lena G. Bursk (SEAL)

STATE OF KANSAS, Whiteside County } ss.

BE IT REMEMBERED, That on this 13th day of March A. D. 1916, before me, Wm. P. Palmer a Notary Public in and for said County and State, came Robert E. Bursk and Lena G. Bursk, 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.

(23)

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 May 22nd A.D. 1917 Wm. P. Palmer Notary Public.

Filed for Record the 15th day of March A. D. 1916, at 2:45 o'clock P.M. Wm. P. Palmer Register of Deeds. Geo. C. Metzel Deputy.

Recorded Aug 27 1920
 Entered by Notary
 Hugh Blair
 Notary of 1916