

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 9th day of May in the year of our Lord  
Nineteen hundred & fifteen, between Clarence O. Foster & Martha  
H. Foster, his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
M. L. Bischoff of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Five 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 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 one hundred & ninety-two (192) on New York  
Street in the Elms Addition to the City of Lawrence, in said  
County and State.

The mortgagee agree to keep the buildings on premises insured against  
fire lightning & windstorms to the extent of their insurable value in a  
company or companies approved of by this mortgage with mortgage  
clause making loss payable to said mortgagee or assigns as interest  
may appear, the building to be a holder of mortgage may have some insured  
at the cost of \$500 added to the mortgage

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

Five 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 party of the second part  
payable five years after date with interest thereon according to the  
terms of said note & 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, administra-  
 tors 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 & seal &  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Clarence O. Foster

Martha H. Foster

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1915, before me,  
Jennie Watt a Notary Public in and for said County and State, came  
Clarence O. Foster & Martha H. Foster, 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 30th Feb 1920

Jennie Watt

Notary Public.

Filed for Record the 15th day of May A. D. 1916, at 200 o'clock P.M.

Hoyd L. Lawrence Register of Deeds.

Geo. B. Ketzal Deputy.

This mortgage is intended to secure the payment of the sum of \$500.00 and interest thereon, and is not to be construed as a sale of the premises.

M. L. Bischoff

Jennie Watt

Sept 3 1915  
Estelle Northrup