

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 15th day of May in the year of our Lord 1916, between Michael O. Eberhart & Mabel F. Eberhart, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. F. Foster of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven 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 her 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 & twenty-seven (127) on Connecticut Street in the City of Lawrence, said County of 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 mortgagee with mortgage clause making loss payable to said mortgagee, or assigns, as interest may appear, & if failing to do so holder of mortgage may have same insured at the cost of so doing 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 Seven 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 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 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 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

Jennie Watt

Michael O. Eberhart (SEAL)

Mabel F. Eberhart (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1916, before me, Jennie Watt a Notary Public in and for said County and State, came Michael O. Eberhart and Mabel F. Eberhart, 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 Mch 1920

Jennie Watt

Notary Public.

Filed for Record the 16th day of May A. D. 1916, at 5:55 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Hefel Deputy.

This Indenture is subject to the official mortgagee's lien. The mortgagee's lien is hereby acknowledged and the mortgagee's lien is hereby acknowledged. As witness my hand this 15th day of May, A. D. 1916.

Minnie E. Jones

John J. Harnett

Charles J. Foster

In assignment See Book 63 Page 125.

Recorded May 24, 1916

Fidelity & Trust Co.

Register of Deeds