

MORTGAGE RECORD NO. 55.

This Indenture, Made this 17th day of May in the year of our Lord
Nineteen hundred and sixteen, between Winnie Phillips,
unmarried of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Carl R. Canavan, of Saint Paul, Minnesota of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

Five hundred DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

The East Four (4) acres of the South Twenty (20) acres of the West Half
of the Southeast quarter of Section No. Nineteen (19) Township No. Twelve (12),
Range Twenty (20) East,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
party of the first part
does hereby covenant and agree that at the delivery hereof she is 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 party of the first part to the said party 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 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
party of the first part heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal
 the day and year first above written.

Signed, Sealed and Delivered in presence of

Winnie Phillips (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 17th day of May A. D. 1916, before me,
August L. Selig a Notary Public in and for said County and State, came

Winnie Phillips, unmarried to me personally known to be
 the same person who executed the foregoing instrument and July 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 October 17th 1916 August L. Selig Notary Public.

Filed for Record the 17th day of May A. D. 1916, at 5:00 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Vogel Deputy.

This mortgage is subject to the effect of the following order of the Court of Appeals for the Eighth Circuit, A. D. 1917:
 The mortgage is hereby declared null and void, and the title to the land is hereby restored to the mortgagor, Carl R. Canavan.

Dec. 29th 1917
 Carl R. Canavan
 RECEIVED OF DEEDS