

MORTGAGE RECORD NO. 55.

This Indenture, Made this 8th day of May in the year of our Lord 1916 between P.B. Brooks and Mattie E. Brooks, his wife, of the Province of Alberta, Dominion of Canada in the County of Lawrence and Julia Friend of the second part:

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

Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have her sold, and by these presents do grant, bargain, sell and mortgage to the said part her 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-three (123) on Rhode Island Street in the City Lawrence, said County and State.

The mortgagors 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 losses payable to said mortgagee, or assigns, as interest may appear. If fulfillment of said obligation by mortgagors shall have been insured, the cost of said doing added 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 is 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

Twelve 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 her of the second part payable three 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 part her of the second part, her 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, paid by the part her 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 her hereunto set their hand and seal is the day and year first above written.

Signed, Sealed and Delivered in presence of

John Alfred Windsor

P.B. Brooks

Mattie E. Brooks

(SEAL)

(SEAL)

(SEAL)

(SA)

ss.

Province of Alberta

BE IT REMEMBERED, That on this 13th day of May A. D. 1916 before me, P.B. Brooks and Mattie E. Brooks, his wife a Notary Public in and for said County and State, came

to me personally known to be the same person as 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 31st 1916

John Alfred Windsor Notary Public.

Filed for Record the 18th day of May A. D. 1916 at 11:00 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Lucy M. Wetzel Deputy.

This mortgage is intended to be a mortgage to secure the payment of the sum of Twelve 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 her of the second part payable three 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 part her of the second part, her 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, paid by the part her making such sale, on demand, to said Parties of the first part, their heirs and assigns.

Recorded March 2nd 1916
Estelle Northrup
 Registrar of Deeds.