

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 9th day of June in the year of our Lord Nineteen hundred & fifteen (1915), between Charles B. McClelland his wife Maud I. McClelland of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. A. Fulton of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty eight hundred and no/10 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, by us 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 Fifteen (15) in Block Number Eight (Vin Lane's First Addition to the City of Lawrence, Kansas,

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 Twenty eight hundred and no/10 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 given date herewith with interest at the rate of 7% per annum, payable semi-annually, as evidenced by 10 coupon interest notes 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 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 and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Charles B. McClelland (SEAL)

Maud I. McClelland (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9th day of June A. D. 1915 before me, John E. Emick Notary Public in and for said County and State, came Charles B. McClelland and his wife Maud I. McClelland to me personally known to be the same person S 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 Jan 13 1920

John E. Emick Notary Public.

Filed for Record the 10th day of June A. D. 1916 at 2:25 o'clock P.M.

Shyld L. Lawrence Register of Deeds.  
Geo. H. Hoge Deputy.

Recorded June 12th 1915  
 For assignment in Book 34 Page 305  
 The Capital Building & Loan Association  
 By Charles B. McClelland  
 Secretary