

MORTGAGE RECORD NO. 55.

This Indenture, Made this 21st day of June in the year of our Lord Nineteen hundred & sixteen between Charles Petty & Katherine Petty, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

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

Six 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 parties 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 South half (1/2) of Lot number Two (2) and all of Lot number Three (3) in Block number Eleven (11) Lane Place in the City of Lawrence said County of 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 by this mortgage, with mortgage clause making loss payable to said mortgage, or his assigns, as insured may appear. If said mortgage does so holder of mortgage may have same insured at the cost of said party 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 s 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:

Six 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 parties 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 parties 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 parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of Charles Petty (SEAL) Katherine Petty (SEAL) Jennie Watt (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 21st day of June A. D. 1916, before me, Jennie Watt Notary Public in and for said County and State, came Charles Petty and Katherine Petty, his wife 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 30th March 1920 Jennie Watt Notary Public.

Filed for Record the 22nd day of June A. D. 1916 at 9:23 o'clock A.M. Floyd Lawrence Register of Deeds. Geo. C. Hays Deputy.

Pro: I am hereby authorized on the said instrument is hereby released and the said County is hereby released. As witness my hand this 17th day of May A. D. 1916. Estelle V. Gordin Recorder