

MORTGAGE RECORD NO. 55.

This Indenture, made this Fifth day of July in the year of our Lord one thousand nine hundred and sixteen, between Josephine McCoy (formerly Josephine Russell) and J. A. McCoy, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part two 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 West half (1/2) of Lot number nine (9) all of Lot number Ten (10) and the East half (1/2) of Lot number Eleven (11) Block subdivision of Block number seven (7) Earl's Addition to the City of Lawrence, in said County, and State

The Mortgagors agree to keep the buildings on premises insured against fire lightning and windstorms to the extent of their insurable value in a company or companies approved of by this mortgage with with mortgage clause making less payable to said mortgagee or his assigns as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage

with all the appurtenances, and all the estate, title and interest of the said part one 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

Four hundred Dollars

according to the terms of Two certain notes this day executed Parties of the first part to the said part two of the second part

for the sum of \$300 and \$100 respectively payable two and a half years after date with interest according to the terms of said notes and coupon 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 two 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 part two making such sale, on demand, to said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

Josephine McCoy
J. A. McCoy

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6 day of July A. D. 19 16, before me,

Jennie Watt a Notary Public in and for said County and State, came Josephine McCoy and J. A. McCoy, her husband 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 19 22

Jennie Watt

Notary Public.

Filed for Record the 6th day of July A. D. 19 16, at 3⁴⁵ o'clock P M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

This mortgage is hereby acknowledged and the same is filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 6th day of July, A. D. 1916.

Hugh Blair

Jennie Watt

Recorded July 26th 1916

Estelle J. Parham

County of Douglas