

MORTGAGE RECORD NO. 55.

This Indenture, Made this 13th day of November in the year of our Lord one thousand nine hundred and fifteen, between Emma S. Bennett and F. H. Bennett, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Five Farmers State Savings Bank of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Four hundred sixty-eight and 00/100 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 part 2nd of the second part it 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 No. 1 Steele's Sub-division, Block No. 111, (7) Earle's Addition to the City of Lawrence, all of said Block No. 111 (7) East of the right of way of L. L. & B. Railway with appurtenances

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Emma S. Bennett and F. H. Bennett —

do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 sixty-eight and 00/100 Dollars according to the terms of one certain promissory this day executed by and delivered by the said Emma S. Bennett and F. H. Bennett to the said part 2nd 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 part 2nd of the second part, its 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 2nd making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha we hereunto set their hand S and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Emma S. Bennett (SEAL)
F. H. Bennett (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of November A. D. 19 15, before me, Geo. L. Kreeck a Notary Public in and for said County and State, came Emma S. Bennett and F. H. Bennett, husband and wife to me personally known to be the same person 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 19 19 18 Geo. L. Kreeck Notary Public.

Filed for Record the 7th day of July A. D. 19 16 at 1¹⁰ o'clock P. M.
Gloyd L. Lawrence Register of Deeds.
Deputy.