

MORTGAGE RECORD NO. 55.

This Indenture, Made this 17th day of July in the year of our Lord 1919, between J. J. Jones & Matilla Jones husband & wife Lawrence in the County of Douglas and State of Kansas, of the first part, and

William Draper of the second part:

WITNESSETH, That the said party ies of the first part, in consideration of the sum of Two hundred sixty seven & 20/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do — grant, bargain, sell and mortgage to the said party y 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:

Beginning at a point Fifty feet south of the corner where the South line of Adams Street intersects the East line of Commercial Street, thence East 117 feet on a line parallel with the South line of Adams Street and through the center of a well, thence South 100 feet, thence West 117 feet, thence North on the East line of Commercial Street 100 feet to the place of beginning, intending hereby to convey a lot of land 117 feet long East & West and 100 feet wide from North to South

with all the appurtenances, and all the estate, title and interest of the said party ies 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 Two hundred sixty seven Dollars according to the terms of their certain note this day executed and delivered by the said parties of the first part to the said party y 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 party y 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 surplus, if any there be, shall be paid by the party y making such sale, on demand, to said Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. J. Jones (SEAL)
Matilla Jones (SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of July A. D. 1919 before me, A. D. Quinn a Notary Public in and for said County and State, came J. J. Jones and Matilla Jones, 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.

(L)

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 April 10th 1919 A. D. Quinn Notary Public.

Filed for Record the 17th day of July A. D. 1919 at 9⁵⁰ o'clock A.M.
Floyd L. Lawrence Register of Deeds.
Geo. L. Wetzel Deputy.

This is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds for the County of Douglas, Kansas, this 17th day of July, 1919.
 A. D. Quinn
 Notary Public
 Recorded July 29th 1919