

MORTGAGE RECORD NO. 55.

Not (Should be endorsed on the original instrument) to be legally charged and the same thereby created discharged. As witness my hand and seal this 22nd day of July, A. D. 1916.

Recorded Nov. 14th 1916

Floyd L. Lawrence
Register of Deeds

Emma J. Blair

This Indenture, Made this Twenty-second day of July in the year of our Lord 1916, between Nellie A. Bryant of the City Lawrence and State of Kansas, of the first part, and Emma J. Blair of the second part:

Two hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents does she grant, bargain, sell and mortgage to the said party of the second part her 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:

commencing at the Northwest corner of the Southeast one fourth of Section Thirte (3) in Township Thirteen (13) South of Range Twenty (20) East of 6 P.M. Thence East Ninety-five (95) rods, thence South Twenty (20) rods, thence West Ninety-five (95) rods, thence North Twenty (20) rods to the place of beginning, containing by admeasurement Eleven + 7/8 acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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 save a first mortgage for \$700, to H. E. Nolan

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain note this day executed and delivered by the said party of the first part to the said party of the second part payable twelve months after date with interest at seven per cent. payable semi-annually

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 her 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

party of the first part, her heirs and assigns. IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Nellie A. Bryant (SEAL) Hugh Blair (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 22nd day of July A. D. 1916, before me, Hugh Blair a Notary Public in and for said County and State, came Nellie A. Bryant an unmarried woman 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 28th Dec 1917 Hugh Blair Notary Public. Filed for Record the 28th day of July A. D. 1916 at 2³⁵ o'clock P.M. Floyd L. Lawrence Register of Deeds. Geo. C. Hatzel Deputy.

Recorded Sept. 16 " 1916