

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 11 day of Aug in the year of our Lord nineteen hundred sixteen, between James Graham and Nancy J. Graham of Jefferson in the County of

The Bond of Mr. Lough and State of Kansas, of the first part and \_\_\_\_\_ of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two hundred eighty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part 4 of the second part its successors 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 8, Block 10 Lane Place, an addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said

Grantors do we hereby covenant and agree that at the delivery hereof they are the lawful owner 5 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 eighty five Dollars according to the terms of one certain note this day executed and delivered by the said Grantors to the said part 4 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 4 of the second part, its successors heirs 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 4 making such sale, on demand, to said 1st party their heirs and assigns.

IN WITNESS WHEREOF, The said part we of the first part have their hereunto set their hand 5 and seal 5 the day and year first above written.

Signed, Sealed and Delivered in presence of

James Graham (SEAL)  
Nancy J. Graham (SEAL)  
(SEAL)

STATE OF KANSAS,  
Jefferson County } ss.

BE IT REMEMBERED, That on this 11th day of Aug A. D. 1916, before me, Eric C. Steeper a Notary Public in and for said County and State, came James Graham and Nancy J. Graham his wife to me personally known to be the same person 5 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 13 1919 Eric C. Steeper Notary Public.

Filed for Record the 16 day of Aug A. D. 1916, at 10<sup>00</sup> o'clock A M. Flays L. Lawrence Register of Deeds.  
Deputy.

This note being in full of the mortgage of the premises hereinbefore described, is hereby released and the lien hereby created discharged. As witness my hand and the seal of said County, this 16th day of August, A. D. 1916.  
 By Eric C. Steeper Notary Public.  
 (Seal of Notary)

Recorded Jan 9th 1918  
Eric C. Steeper Notary Public.