

## MORTGAGE RECORD NO. 55.

Original Indenture  
 This Indenture is acknowledged as the original Indenture  
 by the undersigned Eugene W. Porter, a single  
 man, of Lawrence, in the County of  
 Douglas, State of Kansas, on this 17th day of August, 1916.  
 Charles L. Kreech, Notary Public  
 for Douglas County, Kansas

This Indenture, Made this 17th day of August in the year of our Lord  
nineteen hundred sixteen, between Eugene W. Porter, a single  
man of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
The Farmers State & Savings Bank of the second part:  
 WITNESSETH, That the said part y of the first part, in consideration of the sum of  
Eight Hundred Fifty and no/100 DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do ed grant, bargain,  
 sell and mortgage to the said part y of the second part for its 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. Nine (9) in Block No. Eleven (11) Lane's Second Addition  
to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said  
Eugene W. Porter  
 do es hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Eight Hundred Fifty and no/100 Dollars  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said Eugene W. Porter to the said part y of the second part  
Farmers State & Savings Bank

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 y of the second part, its executors, administra-  
 tors 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 y making such sale, on demand, to said  
party of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha ve hereunto set his hand and seal  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

Eugene W. Porter (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of August A. D. 1916, before me,  
Geo. L. Kreech a Notary Public in and for said County and State, came  
Eugene W. Porter, a widower  
 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

January 17th 1917

Geo. L. Kreech

Notary Public.

Filed for Record the

18

day of

Aug

A. D. 1916

at 1:30

o'clock

P M.

Stacy L. Lawrence

Register of Deeds.

Deputy.