

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 17th day of August in the year of our Lord One thousand nine hundred & sixteen, between Park Hitzel and Eva Hitzel, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan Savings Bank, of Lawrence, State of the second part: Seven Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha not sold, and by these presents do not grant, bargain, sell and mortgage to the said part of of the first part, in consideration of the sum of seven thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha not sold, and by these presents do not grant, bargain, sell and mortgage to the said part of of the second part 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: South Half of Lot No Sixty six (66) on Massachusetts Street in Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Parties of the first part do not 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 Seven Thousand Dollars (\$7000) according to the terms of one certain note this day executed Parties of the first part to the said part of of the second part and delivered by the said.

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 of of the second part, its executors, administrators, 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 of making such sale, on demand, to said their heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha not hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered in presence of Park Hitzel (SEAL) Eva Hitzel (SEAL) C. W. McKeen (SEAL)

STATE OF KANSAS }  
County of Douglas } ss.

BE IT REMEMBERED, That on this 17th day of August A. D. 1916, before me, the undersigned a Notary Public in and for said County and State, came Park Hitzel and Eva Hitzel, his wife to me personally known to be the same person who 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 27 1919 F. C. Whipple Notary Public.

Filed for Record the 23 day of Aug A. D. 1916, at 9<sup>21</sup> o'clock A. M. Floyd L Lawrence Register of Deeds. Deputy.

Recorded Dec. 14th 1920  
Capella D. Bellows  
Recorder of Deeds

Recorded Dec. 14th 1920  
Capella D. Bellows  
Recorder of Deeds