

MORTGAGE RECORD NO. 55.

This Indenture, Made this 21st day of August in the year of our Lord Nineteen Hundred Sixteen, between Herbert Lyles African Methodist Episcopal Church of Lawrence, Kansas of Douglas in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker & Lawrence Kansas of the second part:

WITNESSETH, That the said party ies of the first part, in consideration of the sum of Seventeen hundred (\$1700.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lot No. 70 on New York Street in the City of Lawrence, Douglas County, Kansas.

The money for which this mortgage is given to secure the payments was used by the parties of the first part to pay the balance on one certain mortgage, dated February 21st 1911, executed by the parties of the first part to one F. J. Thomas, as by form assigned to F. J. Thomas, Treasurer of the Knights & Ladies of the Order, said mortgage of the said Thomas being filed for record on the 1st day of March 1911, Book 48, Page 197. Register of Deeds, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties... 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 *3*... 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.....

\$1700.00

according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said party of of the second part
for the sum of Seventeen hundred Dollars (\$1700.00) with interest of 7%
per annum after date until paid

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, 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 overplus, if any there be, shall be paid by the part of _____ making such sale, on demand, to said _____ Parties of the first part, their successors and heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha ve herunto set their hand...S. and seal. S. 4/11/88
the day and year first above written.

~~Signed, Sealed and Delivered in presence of~~
 Hero Sparks
 C. Gray
 John C. Henderson

F. G. Bleed
R. G. Davis (SEAL)
Hayes Hyster (SEAL)
Geo. Snodden (SEAL)
Madison Monroe

~~STATE OF KANSAS~~

BE IT REMEMBERED, That on this _____ day of _____ A. D. 19____, before me, _____ a Notary Public in and for said County and State, came

State of Kansas, County of Douglas, SS. BE IT REMEMBERED, that on this 4 day of Sep. A.D. 1916, before me a Notary Public in and for said County and State, came F. Glad, R. H. Davis, Hayes Hayer, George Snowden, John C. Henderson, Madison Monroe, Nero Sparks and Curran Gray, Trustees; Saint Lukes African Methodist Episcopal Church of Lawrence Kansas, a corporation who are personally known to me to be the same persons who executed the within instrument of writing as Trustees of said corporation; and such persons duly acknowledged the execution of the same as Trustees of said corporation and acknowledged the same to be the act of said corporation. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. A. F. Plinn, Notary Public. My commission expires April 10th 1919 (SEAL)

Recorded Sept. 5, A. D. 1916, at 11:05 o'clock A.M.

Roy L. Lawrence
Register of Deeds,
Geo. C. Kugel Deputy.