

MORTGAGE RECORD NO. 55.

This Indenture is subject to the original instrument.
 The estate herein described having been paid in full, this mortgage is hereby released and the
 same hereby ordered discharged. As witness my hand this 11th day of Dec. 1916.
 J. B. Lawrence, Register
 The Farmers State and Savings Bank
 J. B. Lawrence, Register
 Recorded Nov. 5 1918
 Estate of Charles Tate
 J. B. Lawrence, Register

This Indenture, Made this 2nd day of October in the year of our Lord
One hundred sixteen, between Jessie Tate & Charles Tate
wife & husband 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 1st of the first part, in consideration of the sum of
One hundred sixty \$100.00 DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain,
 sell and mortgage to the said part 2d 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:

Lot Nos 126, 128 3/4 of 130 on Illinois Street, in the City of Lawrence,
Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Jessie Tate & Charles Tate
 do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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
One hundred sixty Dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said Jessie Tate & Charles Tate to the said part 2d of the second part
The 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 2d of the second part, its 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 1st making such sale, on demand, to said
parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand s and seal
 the day and year first above written.

Signed, Sealed and Delivered in presence of

Jessie Tate (SEAL)
Charles Tate (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 2 day of October A. D. 1916, before me,
Geo. L. Krucek a Notary Public in and for said County and State, came
Jessie Tate & Charles Tate, wife & husband
 to me personally known to be
 the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.B.)

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 19 1918

Geo. L. Krucek

Notary Public.

Filed for Record the 2nd day of Oct A. D. 1916, at 131 o'clock P.M.

Floyd Lawrence Register of Deeds.
Geo. B. Hefert Deputy.