

MORTGAGE RECORD NO. 55.

This Indenture, Made this 25th day of November in the year of our Lord Twenty Hundred and Fifty (1915), between Mary E. Roff, formerly Mary E. Bryant, and her husband Frank Roff of Jeffersonville in the County of Indiana and State of Kansas, of the first part, and

J. L. Newhouse of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two hundred and fifty (\$250.00) 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 y 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 Number One hundred three (103), Delaware Street, City of Lawrence, Lot Number One hundred three (103) Earl's Addition to the City of Lawrence, All in the City of Lawrence,

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 owners 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

\$250.00

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part y of the second part J. L. Newhouse

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, 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 y making such sale, on demand, to said Parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Mary E. Roff (SEAL)

Frank Roff (SEAL)

(SEAL)

STATE OF KANSAS, Lawrence ss.
Blank County

BE IT REMEMBERED, That on this 26 day of Nov. A. D. 1915, before me, George A. Dunham a Notary Public in and for said County and State, came Mary E. Roff, formerly Mary E. Bryant, and Frank Roff, her husband to me personally known to be the same person s, 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 Mar 28 1918

George A. Dunham
Notary Public.

Filed for Record the 26th day of Oct A. D. 1916 at 4:35 o'clock P.M.

Alfred L. Lawrence Register of Deeds.
Geo. B. Hays Deputy.

This mortgage is subject to the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. A. D. 1915.

Recorded Jan 20 1915
G. A. Dunham, Notary Public
Lawrence, Kan.