

MORTGAGE RECORD NO. 55.

This Indenture, Made this 6th day of November in the year of our Lord 1916, between Daniel T. Gray and Etta Gray, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and King Adams of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Three hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 and thirty-five (135) and the West Three (3) feet of Lot Number One Hundred and thirty-seven (137) all on Block Number Three, in that part of the City of Lawrence, known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 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 except one certain first mortgage of \$7500 payable to The Farmers State & Savings Bank

\$7500.00

This Grant is intended as a second Mortgage to secure the payment of the sum of

according to the terms of One certain promissory note this day executed and delivered by the said Parties of the first part to the said part of the second part due after year after date, with interest at 6% per annum, payable semi-annually,

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 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 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Daniel T. Gray (SEAL)

Etta Gray (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of November A. D. 1916, before me,

Edw. de Standing a Notary Public in and for said County and State, came Daniel T. Gray and Etta Gray, his wife

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 July 5th 1919 Edw. de Standing Notary Public.

Filed for Record the 14th day of Nov. A. D. 1916 at 4:20 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Kistner Deputy.

This mortgage is subject to the original instrument-53
The said parties, to the best of my knowledge, are duly qualified and the
proper records have been made and filed in the office of the Register of Deeds.

Recorded - Oct. 3rd 1918.

Excell. Notary