

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 15<sup>th</sup> day of January in the year of our Lord  
Thirteen Hundred Seventeen between  
Russell Schen and Bess M. Schen his wife of Laurence in the County of  
Douglas and State of Kansas, of the first part, and  
Ezra C. Stauffer of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Six Hundred DOLLARS,

to them fully paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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:

The South Forty (40) feet of Lot No. Thirty Three (33) on Rhode Island Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 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 Six Hundred Dollars according to the terms of the certain Notes this day executed and delivered by the said parties of the first part to the said part 2<sup>d</sup> of the second part

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Russell Schen. (SEAL)

Bess M. Schen. (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of January A. D. 1917, before me, August L. Selig a Notary Public in and for said County and State, came Russell Schen and Bess M. Schen his wife to me personally known to be the same person 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 October 7<sup>th</sup> 1920

August L. Selig.  
Notary Public.

Filed for Record the 5<sup>th</sup> day of February A. D. 1917, at 2<sup>30</sup> o'clock P. M.

Estelle Northrup. Register of Deeds.

A. W. Armstrong. Deputy.

This mortgage is recorded in the original mortgage book No. 100, page 342, and the mortgage created is hereby acknowledged. As witness my hand this 15<sup>th</sup> day of January, A. D. 1917.

Ezra C. Stauffer

attest  
A. L. Selig.

Recorded Aug 1 1917  
Estelle Northrup