

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Seventh day of February in the year of our Lord one thousand and one hundred and seventeen, between Chris Epley and Elizabeth Epley his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Osward Allentrend of Endora Kansas of the second part: WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to them duly 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 2d 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 Twenty (20) on New Hampshire Street in the City of Lawrence Douglas County, 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 parties of the first part 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 indefensible 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 Fifteen Hundred Dollars. 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 2d of the second part due five years after date interest at six per cent payable annually with privilege of paying \$500.00 or more at any time 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, 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 2d 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 has set hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

Chris Epley (SEAL)  
Elizabeth E. Epley (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 12th day of February A. D. 19 17, before me, The undersigned a Notary Public in and for said County and State, came Chris Epley and Elizabeth E. Epley 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 Feb 22 19 17

John B. A. Norton  
Notary Public.

Filed for Record the 12th day of February A. D. 19 17, at 11:30 o'clock A. M.  
Estelle Northrup Register of Deeds.  
A. W. Armstrong Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 10th day of March A. D. 19 25  
Osward Allentrend

Recorded March 10 1925  
Osward Allentrend  
Register of Deeds

See Affidavit in Book 447  
Page 120.