

MORTGAGE RECORD NO. 55.

This Indenture, Made this 19th day of February in the year of our Lord Nineteen hundred and seventeen, between Mary S. Learnard, a widow of Lansdowne in the County of Douglas and State of Kansas, of the first part, and Matthew National Bank of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Forty hundred DOLLARS, to here duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part of of the second part its successors 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: All of Lot No. Twenty Six (26) and the north six inches of Lot No. Twenty eight (28) Massachusetts street, City of Lansdowne.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary S. Learnard

do es hereby covenant and agree that at the delivery hereof she is 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 except a mortgage of six thousand dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty hundred dollars, according to the terms of one certain note this day executed and delivered by the said Mary S. Learnard to the said part of 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 of of the second part its successors heirs 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 Mary S. Learnard her heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has set hereto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Mary S. Learnard (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 19th day of Feb A. D. 1917, before me, A. F. Plim a Notary Public in and for said County and State, came Mary S. Learnard, a Widow 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 April 10th 1919 A. F. Plim Notary Public.

Filed for Record the Fifty day of 19th A. D. 1917 at 3⁴⁰ o'clock P. M.

Estelle Northrup Register of Deeds.

Deputy.

This Indenture is referred to on the original instrument. There is hereby certified that the mortgage is hereby released and the same is hereby certified discharged. At witness my hand this 19th day of February A. D. 1917.

Matthew National Bank

(Seal)

Recorded Jan 5th 1921

Estelle Northrup

Register of Deeds