

MORTGAGE RECORD NO. 55.

This Indenture, Made this 15th day of February in the year of our Lord Nineteen hundred and Seventeen, between Charles C. Mitchell and Fannie Mitchell, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part: **WITNESSETH**, That the said part ies of the first part, in consideration of the sum of Four Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Eight (8) in addition number one (1) in that part of the city of Lawrence, known as North Lawrence in said County and State.

The mortgagee agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value in a company of companies approved of by this mortgage with mortgage clauses attached making loss payable to said mortgagee or assigns, as interest may appear, such failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Four Hundred Dollars

according to the terms of one certain note this day executed Parties of the first part and delivered by the said Parties of the first part to the said part y of the second part Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Charles C. Mitchell (SEAL)

Fannie Mitchell (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1917, before me, Jennie Watt a Notary Public in and for said County and State, came Charles C. Mitchell and Fannie Mitchell, 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 30th March 1920

Jennie Watt

Notary Public.

Filed for Record the 20th day of February A. D. 1917, at 2⁰⁰ o'clock P. M.

Estelle Northrup Register of Deeds.

Deputy.

This mortgage is duly acknowledged and the mortgagee is duly released and the mortgage is hereby discharged. As witness my hand this 21st day of April 1920.
Jennie Watt
 Register of Deeds

Recorded 3rd 1921
Estelle Northrup
 Register of Deeds

This mortgage is duly acknowledged and the mortgagee is duly released and the mortgage is hereby discharged. As witness my hand this 21st day of April 1920.
Jennie Watt
 Register of Deeds

Recorded 3rd 1921
Estelle Northrup
 Register of Deeds