

MORTGAGE RECORD NO. 55.

This Indenture, Made this Sixth (6) day of March in the year of our Lord nineteen hundred seventeen (1917), between Elizabeth E. Sherwood and E. O. Sherwood, wife and husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. E. Friend of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Six Hundred (\$600.00) 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 of 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 1, Block 12, University Place, an addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Elizabeth E. Sherwood and E. O. Sherwood 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 a mortgage payable to F. M. Perkins for \$500.00

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of two certain note this day executed and delivered by the said parties of the first part to the said part of of the second part one note for \$400.00, payable on September 10, 1917, with interest at 7%, and the other note for \$200.00, payable one year with interest at 7% 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, 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 all of the first part ha ve hereunto set their hand and seal and the day and year first above written.

Signed, Sealed and Delivered in presence of Elizabeth E. Sherwood (SEAL) E. O. Sherwood (SEAL)

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED, That on this 6th day of March A. D. 1917, before me, C. C. Stewart, a Notary Public in and for said County and State, came Elizabeth E. Sherwood and E. O. Sherwood, wife and husband, to me personally known to be the same person as 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 5, 1917 C. C. Stewart Notary Public.

Filed for Record the 6th day of March A. D. 1917, at 4²⁵ o'clock P.M. Estelle Northrup Register of Deeds. Lo Rene Walton Deputy.

Recorded Feb. 2nd 1918 Estelle Northrup Register of Deeds. C. E. Friend

This note hereby described having been paid in full, this mortgage is hereby released and the same is hereby canceled. Witness my hand this 2nd day of March, A. D. 1918.