

MORTGAGE RECORD NO. 55.

This Indenture, Made this 23rd day of March, in the year of our Lord one thousand nine hundred and nineteen, between Cynthia H. Woodbury and Benj. H. Woodbury, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Blanche Woodbury of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Hundred Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part her 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 22, Section 13, in Block Twenty-two (22) Sinclair's Addition to 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 Cynthia H. Woodbury and Benj. H. Woodbury 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 Two Hundred Fifty according to the terms of one certain note this day executed and delivered by the said Cynthia H. Woodbury, Benj. H. Woodbury to the said part 2d 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 2d of the second part, her 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 first parties their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have well herunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Cynthia H. Woodbury (SEAL)
Benj. H. Woodbury (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of March, A. D. 1919, before me, R. M. Morrison, a Notary Public in and for said County and State, came Cynthia H. Woodbury and Benj. H. Woodbury husband and 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 July 23rd 1918 R. M. Morrison Notary Public.

Filed for Record the 24th day of March, A. D. 1919, at 9¹⁵ o'clock a.m. M. Estelle V. Holtz Register of Deeds. L. Gene Walton Deputy.

The following is recorded on the mortgage instrument: Therein herein described having been paid in full, this mortgage is hereby released and the same is hereby created and acknowledged. As witness my hand and seal this 24th day of March, A. D. 1919.

Blanche Woodbury
Attest: C. Wickham

Recorded July 30th 1919
Estelle V. Holtz
Register of Deeds