

## MORTGAGE RECORD NO. 55.

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 27<sup>th</sup> day of Oct.

J. M. Elliott  
Attest:  
Jennie Watt

Received Oct. 29<sup>th</sup> 1923  
J. M. Elliott  
Register of Deeds

This Indenture, Made this 17<sup>th</sup> day of April, in the year of our Lord Nineteen Hundred and Seventeen, between Charles G. Thomas and Helen M. Thomas, his wife, of Douglasville, in the County of Leavenworth, and State of Kansas, of the first part, and

J. M. Elliott of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of

Two Thousand Dollars, to them, duly paid, the receipt of which is hereby acknowledged, in one sold, and by these presents do grant, bargain,

sell and mortgage to the said part 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: Commencing at a point

Fifty-three and one-third (53 1/3) rods North from the Southeast corner of the  
Buillwest quarter (4) Section Twenty-one (21), Township Twelve (12), Range Sixteen (16), thence North (53 1/3) rods; thence East 60 rods; thence South (53 1/3) rods; thence East  
sixty rods to place of beginning.

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

with all the appurtenances, and all the estate, title and interest of the said part is 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 of the premises, above granted,  
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Two Thousand Dollars, This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of one certain Note this day executed and delivered by the said Parties of the first part to the said part of the second part

Payable five years after date with interest thereon according to the  
terms of said Note and coupon 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 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 of the second part making such sale, on demand, to said

parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part in the presence hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Charles G. Thomas (SEAL)

Helen M. Thomas (SEAL)

(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of April, A. D. 1917, before me,

Jennie Watt a Notary Public in and for said County and State, came

Charles G. Thomas and Helen M. Thomas, his wife,

(L.S.)

to me personally known to be

the same person of 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 30<sup>th</sup> March 1920

Jennie Watt

Notary Public.

Filed for Record the April 17<sup>th</sup> day of A. D. 1917, at 4:30 o'clock P.M.

Estelle Neethrups Register of Deeds.

Deputy.