

MORTGAGE RECORD NO. 55.

This Indenture, Made this 25th day of April in the year of our Lord Nineteen hundred and seventeen between J. E. Nottingham and Mary E. Nottingham, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and A. S. Boardman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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 party 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 number One hundred and twenty (120) on Ohio street in the city of Lawrence, said County and State

The mortgagors agree to keep the buildings and premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause attached, making loan payable to said mortgagee or assigns as interest may appear, and 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 s.c.e. 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 One Thousand Dollars Dollars, according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said party 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 party 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 party of the second part, her making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s. and seal & the day and year first above written.

Signed, Sealed and Delivered in presence of

Hugh Blair

J. E. Nottingham

Mary E. Nottingham

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of April A. D. 1917, before me, Hugh Blair a Notary Public in and for said County and State, came J. E. Nottingham and Mary E. Nottingham, 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 28th Dec 1917

Hugh Blair

Notary Public.

Filed for Record the 26th day of April A. D. 1917, at 2⁴⁰ o'clock P. M.

Estelle Northrup

Register of Deeds.

Deputy.

The above bonds described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. Witness my hand this 27th day of April, A. D. 1920.

A. S. Boardman

Hugh Blair

Recorded April 27 1920

Estelle Northrup

Register of Deeds

The above bonds described having been paid in full, this mortgage is hereby cancelled. Witness my hand this 27th day of April, A. D. 1920.

Aug 29 1917