

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 27<sup>th</sup> day of April in the year of our Lord 1917, between Nancy E. Godfrey and Charles Godfrey, her husband, of the City of Douglas and State of Kansas, of the first part, and Emily S. C. Hilton of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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 Twenty-four (24) on Ash Street, in Simpson's Subdivision, in that part of the City of Lawrence known as North Lawrence in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company approved of by this mortgagee with mortgage clause attached making loss payable to said mortgagee or interest may appear, and failing it to 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 1<sup>st</sup> 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 Seven Hundred 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 part 2<sup>d</sup> of the second part payable five 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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part ha ss herunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt  
Having first been explained to me  
Charles Godfrey who said he understood  
the same, & made his mark herein my  
presence.

Nancy E. Godfrey (SEAL)  
Charles Godfrey (SEAL)  
mark (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of April A. D. 1917, before me, Jennie Watt a Notary Public in and for said County and State, came Nancy E. Godfrey and Charles Godfrey, her husband, 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 herunto 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 27<sup>th</sup> day of April A. D. 1917, at 3<sup>55</sup> o'clock P. M.  
Estelle Northrup Register of Deeds.  
Deputy.

BEFORE ME, I have seen the said parties and they have acknowledged to me that they have executed the foregoing instrument, and that the same is a true and correct copy of the original instrument.

Recorded Aug 27 1917  
Jan B. McElman  
Register of Deeds

Jennie Watt