

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of May in the year of our Lord nineteen hundred and seventeen (1917), between John E. Nottingham and Mary E. Nottingham, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and U. S. G. Plank or assigns of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One Thousand and no/100 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 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 Number Eleven (11) and Twelve (12) in Block Number Ten (10) Lane Place, in the City of Lawrence, County of Douglas, and State of 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 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand and no/100 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 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, for 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, 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John E. Nottingham (SEAL)  
Mary E. Nottingham (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of May A. D. 1917, before me, U. S. G. Plank a Notary Public in and for said County and State, came John E. Nottingham and Mary E. Nottingham, 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 December 23rd 1917

U. S. G. Plank  
Notary Public.

Filed for Record the 1st day of May A. D. 1917 at 9:00 o'clock A. M.

Notary Public, State of Kansas, County of Douglas, ss.  
I, Estelle Northrup, Register of Deeds, do hereby certify that the foregoing instrument was duly acknowledged and filed for record in my office on the day and year last above written.  
My Commission Expires July 25-1917 Frank H. Roberts, Notary Public  
My personal acknowledgment of U. S. G. Plank dated May 1st 1917  
Estelle Northrup Register of Deeds.  
L. Reine Walton Deputy.

For Release see Book 62 Page 543  
Notary Public for Book 57 Page 588  
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