

MORTGAGE RECORD NO. 55.

This Indenture, Made this fifth day of May in the year of our Lord Nineteen hundred and seventeen (1917) between Chris Epley and Elizabeth Epley, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Conrad S. Attenbernd, Jr. of Endora, Douglas County, Kansas of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Five Hundred (\$500.00) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 Numbered Twenty (20) on New Hampshire Street, in the city of Lawrence, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part and 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain mortgage for \$500.00 between these same parties

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred (\$500.00) according to the terms of One certain promissory note this day executed

and delivered by the said Chris Epley and Elizabeth Epley, his wife to the said part of of the second part due in five years, with interest at 6% payable semi-annually, with privilege of paying \$100.00 or more at any interest paying date

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 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 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 making such sale, on demand, to said parties of the second part: their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Chris Epley (SEAL)
Elizabeth Epley (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5th day of May A. D. 1917, before me,

Walter G. Phile a Notary Public in and for said County and State, came Chris Epley and Elizabeth Epley, his wife

to me personally known to be the same person is 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 April 23rd 1921

Walter G. Phile

Notary Public.

Filed for Record the May 7th day of

A. D. 1917, at 10:10 o'clock a.M.

Estelle Northrup Register of Deeds.
Deputy.

Recorded July 13th 1921
 Estelle Northrup
 Register of Deeds
 The following is returned on the original instrument
 Mortgage No. 55. Described having been paid in full, this mortgage is hereby released and the
 mortgagor's estate is discharged. As witness my hand this 12th day of July A. D. 1921
 Conrad S. Attenbernd Jr.