

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 11th day of May, in the year of our Lord nineteen hundred and seventeen (1917), between E. W. Sellards and Winnie Sellards, his wife of Scranton in the County of Craig and State of Kansas, of the first part, and C. E. Friend of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Thirteen Hundred (\$1,300.00) 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 second 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 Six (6), Block Two (2), University Place, an addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part first 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 except a mortgage for \$1,600.00, dated June 15, 1915, and recorded in Book 53 at page 222, in the office of the Reg. of Deeds of Douglas County, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen 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 second of the second part payable in installments of Fifty Dollars each, the last installment falling due twenty-six months after 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 second 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 second of the second part, making such sale, on demand, to said parties of the first part, their heirs and assigns. Said first parties to keep the said premises insured against loss by fire or wind in the year 1917, payable to said second party as the interest may appear.

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

Signed, Sealed and Delivered in presence of

E. W. Sellards (SEAL)

Winnie Sellards (SEAL)

(SEAL)

STATE OF KANSAS,

Craig County ss.

BE IT REMEMBERED, That on this 15 day of May, A. D. 1917, before me, D. C. Pyley, a Notary Public in and for said County and State, came E. W. Sellards and Winnie Sellards, his 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 Nov. 4, 1917

D. C. Pyley Notary Public.

Filed for Record the 15th day of May, A. D. 1917, at 4 o'clock P. M.

Etelle Northrup Register of Deeds.

Lo Reine Walton Deputy.

(The following is endorsed on the original instrument.)  
The new herein described having been paid in full, this mortgage is hereby released and the same thereby grand discharged. As witness my hand this 15th day of May, A. D. 1917.

Recorded August 8, 1917

Etelle Northrup Register of Deeds.

Lo Reine Walton Deputy.

C. E. Friend