

MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of May in the year of our Lord nineteen hundred seventeen, between J. J. Eddy and Annie E. Eddy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence Kansas of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have re- sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part its successors 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 12 on Phoebe Island Street, excepting the west 75 feet of said lot, Lawrence Kansas.

Part of the first part agree to keep the buildings insured on said lot, for at least \$300.00 and in default of same or in the payment of all taxes or any interest this note and mortgage become due and payable

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said first parties 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 Fifteen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part y of the second part The Lawrence National Bank said note to bear 6% interest payable semi-annually and to draw 10% from date if said interest is not paid promptly when due 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 y of the second part, its successors, 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 y making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. J. Eddy (SEAL)
Annie E. Eddy (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of May A. D. 19 17, before me, Geo. W. Kuhn, a Notary Public in and for said County and State, came J. J. Eddy and Annie E. Eddy, 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 Jan. 25 19 18

Geo. W. Kuhn Notary Public.

Filed for Record the 28th day of May A. D. 19 17, at 9⁰⁰ o'clock A. M.
Etelle Northrup Register of Deeds.
Lo Rene Walton Deputy.

This mortgage is subject to the original mortgage of the same property being paid in full, this mortgage is hereby released and the same is hereby released and discharged. As witness my hand this 1st day of May A. D. 19 17.

Recorded May 14th 1917

Etelle Northrup Register of Deeds.

The Lawrence Natl Bank Lawrence Kansas