

MORTGAGE RECORD NO. 55.

This Indenture, Made this 2nd day of July in the year of our Lord nineteen hundred seventeen, between W. H. Varnum and Mrs. W. H. Varnum, 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 iii of the first part, in consideration of the sum of Thirteen hundred DOLLARS, to \_\_\_\_\_ 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 iv of the second part its successors 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 5, Block 9, Lane Place, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Thirteen hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said first parties to the said part ye of the second part  
The Lawrence National Bank of Lawrence, Kansas

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, <sup>or</sup> 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, assigns and assigns ~~and assigns~~ 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 sale, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to said first parties ~~parties~~ heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve herunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

W. H. Varnum (SEAL)  
Mrs. W. H. Varnum (SEAL)  
(SEAL)

STATE OF KANSAS.

Douglas County }

BE IT REMEMBERED, That on this 3 day of July A. D. 1917, before me,  
Geo. W. Fahnke a Notary Public in and for said County and State, came  
W. H. Varnum and Mrs. W. H. Varnum  
L.S. 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—Jan. 25,—————1918—

Geo. W. Kubine  
Notary Public.

Filed for Record the 5<sup>th</sup> day of July A. D. 1917, at 10<sup>25</sup> o'clock - a. M.

Estelle Northrup, Register of Deeds.  
L. Reine Walton, Deputy.