

MORTGAGE RECORD NO. 55.

This Indenture, Made this 16 day of July in the year of our Lord nine hundred and sixteen, between E. H. Wickersham and Oma Wickersham, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. H. Selley of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five hundred seventy five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: Beginning at a point 33 feet south of the North East corner of Lot number One hundred and Seventeen (117) on New York Street; thence South 30 feet; thence West 67 feet; thence North 65 feet; thence East 17 feet; thence South 30 feet; thence East 50 feet to the point of beginning, being parts of Lots 117 and 119 on New York Street City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Five hundred and seventy five Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part y 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, 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 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. H. Tucker

E. H. Wickersham (SEAL)

Oma Wickersham (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 17 day of July A. D. 1916, before me,

A. F. Plinn a Notary Public in and for said County and State, came

E. H. Wickersham and Oma Wickersham, 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 April 10 1919

A. F. Plinn

Notary Public.

Filed for Record the 18 day of July A. D. 1917, at 2²⁵ o'clock P. M.

E. Estelle Northrup Register of Deeds.

Deputy.

1916
J. H. Selley

Estelle Northrup

Register of Deeds