

MORTGAGE RECORD NO. 55.

This Indenture, made this 28th day of August in the year of our Lord nineteen hundred and seventeen, between William F. Howard, a single man, of the City of Douglas and State of Kansas, of the first part, and Mary F. Lewis of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Three hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he th sold, and by these presents do th grant, bargain, sell and mortgage to the said part y of the second part her 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: Lots numbers One hundred and eight (108) and One hundred and nine (109) in Addition number Three (3) in that part of the City of Lawrence formerly known as North Lawrence, in said County and State

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgage clause attached making these payable to said mortgagee or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Party of the first part do th hereby covenant and agree that at the delivery hereof he is 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 Three Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said party of the first part to the said part y of the second part Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached 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, her 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has th hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Matt

William F. Howard (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 28th day of Aug. A. D. 19 17, before me, Jennie Matt a Notary Public in and for said County and State, came William F. Howard, a single man

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 30th March 1920

Jennie Matt

Notary Public.

Filed for Record the 29th day of Aug. A. D. 19 17, at 11⁰⁵ o'clock a M.

Estelle D. Pathrup Register of Deeds.
Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby engaged discharged.

As witness my hand this 23rd day of February A. D. 19 21

Mary F. Lewis

Recorded Feb. 25 - 1921

Paul Coleman
Register of Deeds