

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 28<sup>th</sup> day of September in the year of our Lord Nineteen hundred seventeen, between A. Ralph Heybright and Emma E. Heybright, his wife of Douglas 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 ies of the first part, in consideration of the sum of Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in fee 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: The West 37 1/2 acres of the North half of the Northwest quarter of Section fourteen (14), Township fourteen (14) Range Eighteen (18)

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 Twelve 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

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 surplus, 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 ies of the first part ha ire hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

A. R. Heybright (SEAL)  
A. Ralph Heybright (SEAL)  
Emma E. Heybright (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29<sup>th</sup> day of Sept A. D. 1917, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came A. Ralph Heybright and Emma E. Heybright 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<sup>th</sup> 1918

Geo. W. Kuhne

Notary Public.

Filed for Record the Sept 29<sup>th</sup> day of Sept A. D. 1917, at 9<sup>40</sup> o'clock A. M.

Estelle Pothrup Register of Deeds.

Deputy.

The following is returned as the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is being cancelled and discharged. As witness my hand this 28<sup>th</sup> day of September, A. D. 1920

Lawrence National Bank  
By J. J. Pothrup, President

(Corp. S. S.)

Recorded Sept 29<sup>th</sup> 1920.  
Estelle Pothrup  
Register of Deeds