

MORTGAGE RECORD NO. 55.

This Indenture, Made this 29 day of September in the year of our Lord nineteen hundred and seventeen, between Byron A. Ewing and Maggie L. Ewing, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Hugh Blair

of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of

Two hundred and fifty

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have 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:

Lot numbers Twenty-three (23) and Twenty-four (24) in Fragers Subdivision of part of Addition number Four (4) in that part of the City of Lawrence, formerly known as North Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgage, with mortgage clause attached making loss payable to said mortgage, or his 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 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 owners 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

Two hundred & fifty Dollars

according to the terms of one certain note this day executed

and delivered by the said Parties 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, 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Byron A. Ewing

(SEAL)

Maggie L. Ewing

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of Sept. A. D. 1917, before me,

Jennie Watt

a Notary Public in and for said County and State, came

Byron A. Ewing and Maggie L. Ewing, his

wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

[L.S.]

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 Watt

Notary Public.

Filed for Record the 5th day of October A. D. 1917, at 8²² o'clock A.M.

Letelle Northrup Register of Deeds.

Lo Reine Walton Deputy.

Recorded March 24th 1920
Letelle Northrup
 Register of Deeds.
 My Commission Expires 30th March 1920
Jennie Watt
 Notary Public.