

MORTGAGE RECORD NO. 55.

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in the County of  
of the second part:  
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DOLLARS,  
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1917, before me,  
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h the day and year  
ary Public.  
lock. A.M.  
Register of Deeds.  
Deputy.

Record Aug 21 1917  
Eastern Probate  
County of Douglas  
E. G. Day and Adaline Day  
E. G. Day and Adaline Day  
The undersigned is a Notary Public in and for the County of Douglas, State of Kansas, and is duly qualified and sworn to. He has this day acknowledged the foregoing instrument as the act and deed of the parties therein named, and he has this day subscribed his name and official seal to the same. In witness whereof, he has hereunto set his hand and seal at the City of Lawrence, Kansas, this 13th day of October, 1917.

This Indenture, Made this Twelfth day of October in the year of our Lord Nineteen hundred Seventeen (1917) between E. G. Day and Adaline F. Day, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Eliza Amelia Quinlan of the second part:

WITNESSETH, That the said part 1st 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, have re sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: Lot Numbered One Hundred (100) 7 New Jersey Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said E. G. Day and Adaline F. Day, his wife 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 Seventy-five according to the terms of one certain note this day executed and delivered by the said E. G. Day and Adaline F. Day, his wife to the said part 2d of the second part with interest at 6% per annum payable semi-annually.

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 2d 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 sale 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 2d making such sale, on demand, to said E. G. Day and Adaline F. Day, his wife heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of  
E. G. Day (SEAL)  
Adaline Day (SEAL)

STATE OF KANSAS,  
Douglas County ss.  
BE IT REMEMBERED, That on this 13th day of October A. D. 1917, before me, Jella H. Stiff a Notary Public in and for said County and State, came E. G. Day and Adaline F. Day, his wife to me personally known to be the same person 3d 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 Feb'y 10 1918 Jella H. Stiff Notary Public.

Filed for Record the 13th day of October A. D. 1917, at 9:35 o'clock A.M. Register of Deeds.  
Deputy.