

MORTGAGE RECORD NO. 55.

This Indenture, Made this Nineteenth day of July in the year of our Lord and seventy nine, between George C. Todd and Bessie A. Todd, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. E. Spaulding of the second part:

WITNESSETH, That the said part all 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, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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: thir hundred two hundred and four (204) on Lawrence Street, in the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Save except a mortgage of \$1500 to Hugh Blair dated 17<sup>th</sup> July 1917.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty 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 of of the second part Payable twelve months after date with interest thereon at 7% from date until paid. 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 of 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 of making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha ve herunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of George C. Todd (SEAL)  
Bessie A. Todd (SEAL)  
Jennie Watt (SEAL)

STATE OF KANSAS, } ss.  
Douglas  
BE IT REMEMBERED, That on this 19<sup>th</sup> day of July A. D. 1917, before me, Jennie Watt a Notary Public in and for said County and State, came George C. Todd and Bessie A. Todd, his wife to me personally known to be the same person who 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 30<sup>th</sup> March 1920 Jennie Watt Notary Public.

Filed for Record the 28 day of November A. D. 1917, at 2:55 o'clock P.M.  
Edelle Northrup Register of Deeds.  
Lorne Flora Deputy.

Recorded April 23 1918  
Exp. date Nothing  
This mortgage is not subject to the official interest  
The above is a true and correct copy of the original  
As witness my hand and seal this 23rd day of April 1918