

MORTGAGE RECORD NO. 55.

This Indenture, Made this Twenty-first day of January in the year of our Lord nineteen hundred and eighteen, between O. A. Sloan and Lydia M. Sloan, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ella Howell White of the second part:

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

Twenty-four Hundred and no/100 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 you 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: South half (1/2) of Section ten (Sec. 10), Township thirteen (Twp. 13), Range nineteen (Range 19), East of 6th P.M., Douglas County, Kansas, containing Eighty acres, more or less, according to Government survey;

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said O. A. Sloan and Lydia M. Sloan 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 except a mortgage of Two Thousand Dollars (\$2000.00) to Fidelity Trust Company.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty-four Hundred Dollars according to the terms of one certain note this day executed and delivered by the said O. A. Sloan and Lydia M. Sloan to the said part you of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 you 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 you making such sale, on demand, to said O. A. Sloan and Lydia M. Sloan, their heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in presence of O. A. Sloan (SEAL) Lydia M. Sloan (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 22nd day of January A. D. 1918, before me, W. F. March Notary Public in and for said County and State, came O. A. Sloan and Lydia M. Sloan to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires July 24 1921 W. F. March Notary Public.

Filed for Record the 23 day of January A. D. 1918, at 4:00 o'clock P.M. E. H. Woodruff Register of Deeds. James F. Ford Deputy.

The following is returned as the original instrument. The work herein described having been paid in full, this mortgage is hereby released and the same hereby annulled and discharged. As witness my hand this 23rd day of January A. D. 1918. Ella Howell White W. F. March Register of Deeds.

Recorded July 9th 1922.