

MORTGAGE RECORD NO. 55.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgagor is hereby
released and the above mortgage canceled.
day of August A. D. 1917

C. A. Fulton

As witness my hand this
Attest:

Plat 15 1924
C. A. Fulton
Recorder of Deeds
Douglas County

Recorded

This Indenture, Made this 7th day of January in the year of our Lord Nineteen hundred and Eighteen (1918), between Albert Lee Mason and his wife Gertrude Mason of Lawrence in the County of Douglas and State of Kansas, of the first part, and

C. A. Fulton

of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Two Hundred Fifty and .00 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 is 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: Commencing at a point on the South line of the N.E. 1/4 of the S.E. 1/4 of Section 1, Township 13, Range 19, 40 rods west of the west line of the Highway on the East Side of said Quarter Section; thence North 20 rods; thence East 2 rods; thence North 20 rods; thence West to the N.E. corner of the tract sold by W.E. Young and wife to D.H. Higgins 20 rods East of the West line of said Quarter Section; thence South 40 rods to the south line of said Quarter Section; thence East to the place of beginning, containing 5 acres, more or less. Also, commencing at a point in the S.E. 1/4 of Sec, Township 13, Range 19, 20 rods west of the South West corner of the parcel of land now owned and occupied (June 30, 1867) as a homestead by W. Brown, and 20 rods west of the east line of said 4 sec; thence west 2 rods; thence north 40 rods to a point 40 rods south of the west line of said 4 sec; thence E. 2 rods; thence south 40 rods to place of beginning.

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 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 except two mortgages of \$1100.00 and \$3400.00 each.

This Grant is intended as a Mortgage to secure the payment of the sum of

Twenty Four Hundred & 00 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 is of the second part payable six months from date.

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 is 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 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 is 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 has hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in presence of

Gertrude Mason (SEAL)

Albert L. Mason (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of January A. D. 1917, before me,

John C. Enrich, a Notary Public in and for said County and State, came

Albert Lee Mason and his wife Gertrude Mason,

(L.S.)

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.

January 18 1920

John C. Enrich

Notary Public.

Filed for Record the

January 25

day of

A. D. 1917, at 1:25 o'clock P.M.

Estelle Northrup

Register of Deeds.

Deputy.