

MORTGAGE RECORD NO. 55.

This Indenture, Made this 26th day of January in the year of our Lord Nineteen hundred and eighteen, between Eva M. Frye, single, 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 of of the first part, in consideration of the sum of Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has the sold, and by these presents do the 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: The South half (1/2) of Lots numbers one hundred and sixty (160), One hundred and sixty-two (162), one hundred and sixty-four (164), and one hundred and sixty-six (166) in Block number Twelve (12) on the North side of Mill street, in that part of the City of Lawrence, formerly known as North Lawrence, said County and State.

The mortgagor agrees 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 mortgagee with mortgage clause attached making her payable to said mortgagee or 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 of of the first part therein. And the said

party of the first part do hereby covenant and agree that at the delivery hereof she is 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

Three hundred Dollars.

according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part of of the second part Payable two 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 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said

party of the first part her heirs and assigns.
IN WITNESS WHEREOF, The said part of of the first part has the hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Eva M. Frye (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of January A. D. 1918, before me, Jennie Watt a Notary Public in and for said County and State, came Eva M. Frye, single.

(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 30th March 1920 Jennie Watt Notary Public.

Filed for Record the 29th day of January A. D. 1918, at 9:30 o'clock A. M.

Estelle D. Arthur Register of Deeds.

Deputy.

The following is returned on the original instrument referred to and the fee thereby created has been paid.

Recorded Jan. 27th 1923

Eva C. Hallman

Register of Deeds

Attest my hand this 26th day of January A.D. 1918