

MORTGAGE RECORD NO. 55.

This Indenture, Made this with day of January in the year of our Lord nineteen Hundred and eighteen, between C. B. Hoxford and Helen Hoxford, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hoxford Investment and Mortgage Company of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part us of the second part their 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:

lots twenty-three (23) and twenty-four (24), Maple Lawn, an addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said C. B. Hoxford and Helen Hoxford do hereby covenant and agree that at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred (\$1500.00) according to the terms of a certain note this day executed and delivered by the said C. B. Hoxford and Helen Hoxford to the said part us 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(s) 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 us of the second part, their 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 us making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. B. Hoxford (SEAL)
Helen Hoxford (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of February A. D. 1918, before me, the undersigned a Notary Public in and for said County and State, came C. B. Hoxford and Helen Hoxford, his wife (L. S.) to me personally known to be the same person and 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 August 2 1921 Georgia Hilson Notary Public.

Filed for Record the 27 day of February A. D. 1918, at 8:50 o'clock 1 M.
Estelle Northrup Register of Deeds.
James Flood Deputy.

The note herein referred to is enforced on the original instrument and having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 31 day of August A. D. 1922
James Flood Register of Deeds.

Recorded August 31 1922
Estelle Northrup Register of Deeds.
James Flood Deputy.

Recorded Sept. 16 1918
This mortgage is hereby released and the lien thereby created discharged.