

MORTGAGE RECORD NO. 55.

This Indenture, Made this 14th day of February in the year of our Lord nineteen hundred and eighteen (1918), between A. N. Briscoe and his wife Jessie J. Briscoe of Lawrence, Kansas in the County of Lawrence and State of Kansas, of the first part, and The Douglas County Building and Loan Association, of Lawrence, Kansas of the second part:

WITNESSETH, That the said part 14 of the first part, in consideration of the sum of Twelve Hundred and 26/100 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 14 of the second part its successors 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 Numbered Seventy Three (73), Seventy Four (74), Seventy Five (75), Seventy Six (76), Seventy Seven (77), and Seventy Eight (78), in Block Twenty-Two (22), in that part of the City known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said Douglas County Building and Loan Association 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Twelve Hundred and no.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 *y* of the second part
payable two years after 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 of of the second part, its successors 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, his heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

- A. H. Griesa - (SEAL)
Jessie D. Griesa - (SEAL)
(SEAL)

STATE OF KANSAS, *California*

Sonoma County

BE IT REMEMBERED, That on this 6th day of March, A. D. 18 88, before me, Delta P. Maurer, a Notary Public in and for said County and State, came A. H. Griss and his wife Jessie E. Griss ^{of and from} 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.....Dec. 22nd.....1918.....Elita P Mangis
Notary Public.

Filed for Record the 7th day of May, A. D. 1918, at 11²⁰ o'clock A.M.
Estelle Northrup Register of Deeds
 Deputy