

MORTGAGE RECORD NO. 55.

This Indenture, Made this 19th day of March in the year of our Lord nineteen hundred and seventeen, between D. R. White and Matilda White, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and L. M. Flory of the second part:

WITNESSETH, That the said part xy of the first part, in consideration of the sum of Fifty DOLLARS, to xy duly paid, the receipt of which is hereby acknowledged, ha xy sold, and by these presents do xy grant, bargain, sell and mortgage to the said part xy of the second part xy 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:
Lt. six block twenty one University Place Annex 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 xy of the first part therein. And the said first parties do xy hereby covenant and agree that at the delivery hereof they are the lawful owner xy 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 twenty five dollars due March 1, 1918.

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

according to the terms of one certain note this day executed xy and delivered by the said first parties to the said part xy of the second part of date Jan'y 12, 1917 for fifty dollars

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 xy 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 sales, and the overplus, if any there be, shall be paid by the part xy making such sale, on demand, to said xy heirs and assigns.

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

Signed, Sealed and Delivered in presence of

D. R. White (SEAL)
Matilda White (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of March A. D. 1917, before me, R. M. McConnell a Notary Public in and for said County and State, came D. R. White and Matilda White, his wife to me personally known to be the same person xy 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 June 17 1928 R. M. McConnell Notary Public.

Filed for Record the 7 day of June A. D. 1918, at 9³⁵ o'clock A. M.
Estlin Northrup Register of Deeds.
Fern Flore Deputy.

In consideration of full payment of the within mortgage I hereby release the same this

1st day of March 1917
L. M. Flory

ATTEST:
J. C. Williams
Register of Deeds