

MORTGAGE RECORD NO. 55.

This Indenture, Made this 7th day of June in the year of our Lord nineteen hundred and eighteen (1918) between Lola Helms and Daniel Helms, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and C. E. Friend of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three Hundred Fifty-two and 25/100 (\$52.25) 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 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:

Lot Twenty-three (23) Block Four (4) Belmont, an Addition to the City of Lawrence as surveyed, platted and recorded.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain first mortgage for \$400.00 to C. E. Friend of even date herewith.

This Grant is intended as a Mortgage to secure the payment of the sum of \$52.25 according to the terms of 18 certain notes this day executed and delivered by the said parties of the first part to the said part of of the second part 11 said notes being for \$50 each and one for \$2.25, all bearing even date herewith, and payable 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, months after date, respectively, with interest at 8% per annum from date until paid, 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 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 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. their heirs and assigns. Parties of the first part agree to keep said premises insured in favor of said mortgage, as his interest may appear, in the sum of not less than \$500.00
IN WITNESS WHEREOF, The said part ies of the first part have set hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Lola Helms (SEAL)
Daniel Helms (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of June A. D. 1918, before me, Raymond F. Rice a Notary Public in and for said County and State, came Lola Helms and Daniel Helms, her husband 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 January 26 1921 Raymond F. Rice Notary Public.

Filed for Record the 11 day of June A. D. 1918, at 11:00 o'clock A. M.
Estelle Norchup Register of Deeds.
Ferne Floan Deputy.

The following is endorsed on the original instrument:
The note herein referred to, which item said in full, was mortgage in hereby released and the 12th day of June A. D. 1923
As witness my hand this 12th day of June A. D. 1923
C. E. Friend
Attest

Filed June 16 1923
Recorded
Raymond F. Rice
Register of Deeds