

MORTGAGE RECORD NO. 55.

This Indenture, Made this 3rd day of July in the year of our Lord nineteen hundred and eighteen, between Joseph Kyler and Anna Kyler (his wife) of Douglas in the County of Douglas and State of Kansas, of the first part, and Urbid J. Hess of Los Angeles, Cal. of the second part: **WITNESSETH**, That the said part us of the first part, in consideration of the sum of One Thousand 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 number eighty (80) New Jersey Street in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Joseph And Anna Kyler 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 One Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Joseph and Anna Kyler to the said part of of the second part and due in five years with interest at the rate of six per cent payable annually 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 sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Joseph Kyler his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Joseph Kyler (SEAL)
(20th revenue stamp attached to note) Anna Kyler (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 3rd day of July A. D. 1918, before me, L. B. Wenger a Notary Public in and for said County and State, came Joseph Kyler and Anna Kyler, his wife 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 Sept. 16 1920 L. B. Wenger Notary Public.

Filed for Record the 5th day of July A. D. 1918, at 5:23 o'clock P.M.
E. L. Northrup Register of Deeds.
Timothy Flora Deputy.

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

Recorded Mar. 7 1922.
Esther Northrup
Register of Deeds.
Ernest Buchanan
Clerk.

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

Recorded July 6 1918.
Edw. C. McKeeman