

## MORTGAGE RECORD NO. 55.

This Indenture, Made this thirtieth day of July in the year of our Lord  
ninety hundred and eighteen, between Arthur Hard and  
Emma F. Hard, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Samuel S. Heatherby of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of  
Two Hundred 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 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 Thirty-one and Thirty-two (31) in Burroughs  
Addition to the City of Lawrence, Kans.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said  
Arthur Hard and Emma F. Hard, his wife  
do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted,  
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred 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 of 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, 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, administra-  
tors 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.

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

Signed, Sealed and Delivered in presence of

Arthur Hard (SEAL)

Emma F. Hard (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30 day of July A. D. 1918, before me,  
Frank M. Holliday a Notary Public in and for said County and State, came  
Arthur Hard and Emma F. Hard, his wife  
both to me personally known to be  
the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(L.S.)

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 21 1922

Frank M. Holliday  
Notary Public.

Filed for Record the 1st day of Aug. A. D. 1918, at 3:40 o'clock P.M.  
Estelle Norchurp Register of Deeds.  
Ferne Flora Deputy.

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

As witness my hand this 12th day of October A. D. 1922.

Attest: D. C. B. Byrd Samuel S. Heatherby

Recorded Oct. 31st 1922

Estelle Norchurp Register of Deeds.

Recorded August 2 1922

Estelle Norchurp

The above being described in the original instrument

has thereby created discharge. As witness my hand this 12th day of October 1922

Attest: Frank M. Holliday