

MORTGAGE RECORD NO. 55.

This Indenture, Made this 12th day of August in the year of our Lord Nineteen hundred and eighteen, between Myrl Messer and Eva Messer, his wife, of the County of Douglas and State of Kansas, of the first part, and

Riley H. Rogers

of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of

Two hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he so 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 Thirty (30) in Block number One (1), Belmont, an Addition to the City of Lawrence said County and State.

The mortgagor agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved by this mortgagee, with mortgage clause attached making loss payable to said mortgagee, or assignee, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part of 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 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

Two hundred and fifty dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part of of the second part payable six months after date with interest at 8% after maturity until paid

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 party of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hugh Blair

Myrl Messer (SEAL)

Eva Messer (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 12th day of August A. D. 1918, before me, Hugh Blair a Notary Public in and for said County and State, came Myrl Messer and Eva Messer his wife to me personally known to be the same person s 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 28th Decr 1921 Hugh Blair Notary Public.

Filed for Record the 13th day of August A. D. 1918 at 3⁰⁰ o'clock P.M.

Estelle Dapthrup Register of Deeds.

Deputy.

The following is returned as the original instrument
Therein herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 22nd day of Decr, A. D. 1918.

Riley H. Rogers

Recorded Dec. 10th 1918

Estelle Dapthrup
Registered of Deeds.