

MORTGAGE RECORD NO. 58

This Indenture, Made this 14th day of February in the year of our Lord eight hundred nineteen between James Logan Bulley, an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Theodore Chiley of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Eight hundred and no/100 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 party 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 One Hundred Seventy two (172) in addition
number Two (2) in that part of the city of Lawrence, formerly known
as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James Logan Bulley do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Eight hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said James Logan Bulley to the said party 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 payments 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 party 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

James Logan Bulley (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1919, before me, Geo. L. Breck a Notary Public in and for said County and State, came James Logan Bulley, a single man

to me personally known to be the same person 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 19 1922

Geo. L. Breck Notary Public.

Filed for Record the 15 day of February A. D. 1919, at 11:25 o'clock A.M.

Estelle Northrup Register of Deeds
Lorne Flora Deputy.

This mortgage is subject to the original mortgage. The same has been described having been paid in full, this mortgage is hereby released and the same being so released is hereby discharged. As witness my hand this 14th day of February, A. D. 1919.

James Logan Bulley, Plaintiff
Theodore Chiley, Defendant

J. L. Stinson, Notary Public

Recorded Aug 14th 1920,

C. L. Stinson, Notary Public

On Assignment See Book 27 Page 174