

MORTGAGE RECORD NO. 58

This Indenture, Made this 9th day of November in the year of our Lord one thousand and seventeen between H. B. Bidgood, single, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of One hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do the 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 Twenty-six (26) in Third Grounds Addition, an addition to the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do the 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 One Hundred 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 two years after date with interest thereon according to the terms of said note.

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 sale, 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 his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jessie Watt

H. B. Bidgood

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9th day of November A. D. 1917, before me, Jessie Watt a Notary Public in and for said County and State, came H. B. Bidgood, single,

(L.S.)

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 30th March 1920

Jessie Watt

Notary Public

Filed for Record the 20th day of August A. D. 1917, at 5:10 o'clock P. M.

Epelle Northrup Register of Deeds

Deputy.

The foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of Douglas, State of Kansas, and is hereby certified to be true and correct.

Witness my hand and seal this 9th day of November A. D. 1917.

Attest: Jessie Watt

Recorded Nov 17 1917

F. B. Bidgood, Notary Public

Jesse Watt, Deputy

Recorded Sept 21 1922