

MORTGAGE RECORD NO. 63

SAMUEL BODENWORTH STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 22nd day of December in the year of our Lord nineteen hundred & twenty three, between Julia Gallagher a single woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. H. Kelcey of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of Eight hundred and no/100 (\$100.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has se sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 17 on Tennessee st. known as number 533 Tennessee street in the City of Lawrence.

This mortgage is given to secure the said J. H. Kelcey for the payment of the above amount in case one Harry Montier defaults on appearance at the next term of District Court of Douglas County as provided in a certain criminal bond on which J. H. Kelcey is surety and in case the said Harry Montier appears at the time and place provided by said bond and fulfills the provisions of the same then and in that event this mortgage shall be null and void.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Julia Gallagher do es hereby covenant and agree that at the delivery hereof she 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 \$100.00 Dollars according to the terms of certain this day executed and delivered by the said to the said part y 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 part y of the second part, 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 y making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Julia Gallagher (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas ss.

BE IT REMEMBERED, That on this 22 day of Dec. A. D. 1923 before me,

L. S. the undersigned Julia Gallagher a single woman a Notary Public in and for said County and State, came to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 April 20 1925 L. B. Holmes Notary Public.

Filed for Record the 24 day of December A. D. 1923, at 2 o'clock P. M.

Ma C. Wellman Register of Deeds.
Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 3 day of March 1925.

J. C. Smith Register of Deeds.

Deputy.