

Mortgage Record No. 52.

This Indenture, Made this Tenth day of March in the year of our Lord nineteen hundred and thirteen, between L. D. Harris and Mary Harris his wife of the Township of Cedar in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Four Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have up 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:

The East half (1/2) of the South East Quarter (1/4) of Section Twenty (20) in Township Thirteen (13) of Range Twenty-one (21) in said County and State

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value.

with all the appurtenances, and all the estate, title and interest of the said part us 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 indefensible 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 Four Thousand 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 Y of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached 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 Y 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 Y making such sale, on demand, to said Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

L. D. Harris

Mary Harris

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of March A. D. 1913, before me,

Jennie Watt

a Notary Public in and for said County and State, came

L. D. Harris and Mary Harris, his wife

to me personally known to be the same

persons 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

30 March 1916

Jennie Watt

Notary Public.

Filed for Record the

10

day of

March

A. D. 1913, at

3²¹

o'clock

P M.

J. Lloyd L. Lawrence

Register of Deeds.

Deputy.

This Indenture is acknowledged by the parties thereto and by the County Clerk of Douglas County, Kansas, on this 10th day of March, A. D. 1913.

Hugh Blair

Chas. B. Bly

Recorded - March 18, 1913
Estelle D. Patterson
Register of Deeds

This note is acknowledged by the parties thereto and by the County Clerk of Douglas County, Kansas, on this 10th day of March, A. D. 1913.

Recorded - March 18, 1913