

Mortgage Record No. 52.

This Indenture, Made this thirteenth day of March in the year of our Lord thirteen hundred and thirteen, between W. W. Halyfield and Lillie M. Halyfield, his wife of North Lawrence in the County of Douglas and State of Kansas, of the first part, and H. G. Courtney of the second part: **WITNESSETH**, That the said part ies of the first part, in consideration of the sum of Twelve hundred 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 part y of the second part and 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 numbered one hundred and ninety seven (197), six one hundred and ninety nine (199) on Elm Street, in subdivision of Black Thunder Eleven (11) 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 part ies 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. 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 Twelve hundred dollars according to the terms of one certain Promissory 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 at seven per cent per annum, payable semi annually with privilege to make payments on principal at any time interest to bear on payments so made 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 Party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of
Hugh Blair W. W. Halyfield (SEAL)
Lillie M. Halyfield (SEAL)

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 13th day of March A. D. 1913, before me, Hugh Blair Notary Public in and for said County and State, came W. W. Halyfield and Lillie M. Halyfield his wife 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 28th Dec 1913 Hugh Blair Notary Public.
Filed for Record the 20 day of March A. D. 1913, at 9⁰¹ o'clock A M.
Floyd L Lawrence Register of Deeds.
Deputy.

For assignment see Book 51, page 601
 Recorded March 20 1913
Capell Northrup Register of Deeds
 The Lawrence National Bank
 121 S. 9th Street, N. W.
 This Indenture is hereby acknowledged and the same is hereby recorded in Book 51, page 601, of the Mortgage Record of March 13, 1913.
 As witness my hand this 13th day of March, 1913.
 Hugh Blair