

Mortgage Record No. 52.

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This instrument is recorded in the original instrument book of the County of Douglas, Kansas, at the office of the Register of Deeds, on the 19th day of March, A. D. 1913.

Recorded Jan 26 1914
Hazel L. Lawrence
Register of Deeds
Geo. L. Wright
Deputy

This Indenture, made this twenty fourth day of March in the year of our Lord nineteen hundred thirteen, between John H. Jones and Lydia D. Jones, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Carl R. Canavan of same place of the second part:

Four hundred and Fifty DOLLARS, That the said parties of the first part, in consideration of the sum of four hundred and fifty 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 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:

Beginning at a point on the quarter section line Two Hundred and seventy five feet (275) North of the South East corner of the North West fractional quarter of Sec No. Nineteen (19) in Township No. Twelve (12) South of Range No. Twenty (20) East thence North five hundred and forty seven feet (547) thence due west to the right bank of the Kansas river, thence in a Southeasterly direction along the bank of said river to a point due west of the place of beginning, thence East to the place of beginning, less the right of way of the Union Pacific Railroad Company.

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 s 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 Four hundred and Fifty 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 due in eleven months from date with interest from date until paid at the rate of seven per cent per annum 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 as 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 parties 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

John H. Jones (SEAL)
Lydia D. Jones (SEAL)

STATE OF KANSAS, Douglas County ss.
BE IT REMEMBERED, That on this 24th day of March A. D. 1913, before me, A. L. Selig Notary Public in and for said County and State, came John H. Jones and Lydia D. Jones, his wife to me personally known to be the same person s 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 Oct 7th 1916 August L. Selig Notary Public.

Filed for Record the 24th day of March A. D. 1913 at 4 40 o'clock P M.
Hazel L. Lawrence Register of Deeds.
Deputy.