

## Mortgage Record No. 52.

This Indenture, Made this 31st day of March in the year of our Lord nineteen hundred and thirteen, between Nannie Mackey single of the City of Douglas and State of Kansas, of the first part, and J. M. Elliott of the second part:

WITNESSETH, That the said part J of the first part, in consideration of the sum of One Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said part J of the second part her 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:  
An undivided one half interest in The South Thirty (30) feet of Lot number fifty-seven (57) and all of Lot number fifty nine (59) on Ohio street, in the City of Lawrence, said County and State. The mortgagor agrees to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value in a company or companies approved of by this mortgage with mortgage clause making loss payable to said mortgagee, or her assigns, as interest may appear and failing to do so holder of mortgage may have same insured and the cost of s. being added to the mortgage to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said part J of the first part therein. And the said One Thousand doth 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 One Thousand 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 J 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 J of the second part, her 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 J making such sale, on demand, to said Party of the first part her heirs and assigns.

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

Signed, Sealed and Delivered in presence of Hugh Blair Nannie Mackey (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1913, before me, Hugh Blair a Notary Public in and for said County and State, came Nannie Mackey, single person who 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 29th Decr 1913 Hugh Blair Notary Public.

Filed for Record the 1 day of April A. D. 1913 at 1:40 o'clock a M.  
Floyd L. Lawrence Register of Deeds.  
Deputy.

This instrument is ordered to be recorded on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same may be cancelled. As witness my hand this 31st day of March A. D. 1913.  
Hugh Blair  
Register of Deeds.

Recorded March 31 1913  
Floyd L. Lawrence  
Register of Deeds.

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Hugh Blair  
Register of Deeds.

Recorded March 1 1913  
Floyd L. Lawrence  
Register of Deeds.