

Mortgage Record No. 52.

This Indenture, Made this 17th day of April in the year of our Lord one thousand nine hundred thirteen, between O. M. & Mary Munnis Alta M. & Mary Munnis Douglas his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five 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 party 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: South Fifty (50) feet of Lots numbers Three (3) and Fourteen (14) and the north Fifty (50) feet of lots numbers Four (4) and Thirteen (13), all in Block number Ten (10) in Babcock's Enlarged Addition to the City of Lawrence, said County and State,

with all the appurtenances, and all the estate, title and interest of the said parties 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 Five hundred 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 party of the second part Payable on or before one year after date with interest at 7% semi-annually after date until due and 10% after maturity until paid 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 party 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 party 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Jennie Whitt O. M. & Mary Munnis Minnie Alta M. & Mary Munnis

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 17th day of April A. D. 1913, before me, Jennie Whitt a Notary Public in and for said County and State, came O. M. & Mary Munnis Alta M. & Mary Munnis 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 21st May 1916 Jennie Whitt Notary Public.

Filed for Record the 17 day of April A. D. 1913, at 3²² o'clock P. M. Clayton L. Lawrence Register of Deeds. R. H. M. Cornell Deputy.

Recorded June 5 - 1913
Clayton L. Lawrence
R. H. M. Cornell Deputy
This instrument is intended to be a mortgage and the same herein described having been paid in full, this mortgage is hereby released and the same hereby ceased and discharged. At Witness my hand and seal this 17th day of April 1913.
Douglas County