

Mortgage Record No. 52.

This Indenture, Made this 19th day of April in the year of our Lord one thousand nine hundred and thirteen, between Jennie Gannon and John Gannon her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Julia Friend of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 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: The Southwest Quarter (1/4) of the Southwest quarter (1/4) of the Northwest quarter (1/4) and the North half (1/2) of the Northwest quarter (1/4) of the Southwest quarter (1/4) of section number Nine (9) in Township number Thirteen (13) South of Range number Twenty (20) East of the Sixth P.M. 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 in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or her assigns, as her interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing 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 and 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 owners 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 Two 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 of of the second part Payable three 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 of 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 of making such sale, on demand, to said

Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

W. L. Duffie
R. D. Bullock

Jennie Gannon (SEAL)

John Gannon (SEAL)

(SEAL)

California
STATE OF KANSAS,
San Diego County } ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 1913, before me,

R. D. Bullock a Notary Public in and for said County and State, came John Gannon, husband of Jennie Gannon 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 July 17 1916 R. D. Bullock Notary Public.

State of Kansas, Douglas County, ss. Be it Remembered That on this 28th day of April A.D. 1913 before me, Jennie Watt, a Notary Public in and for said County and State, came Jennie Gannon to me personally known to be the same person who executed the foregoing instrument of writing 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 30th March 1916. (SEAL) Jennie Watt, Notary Public. Recorded

April 28, 1913 AT 3:25 P.M.

Jesse L. Lawrence
Register of Deeds.

(This mortgage is intended to be a mortgage and not a deed. The mortgage is hereby acknowledged and the deed is hereby created and delivered. As witness my hand this 19th day of April A.D. 1913.)

Julia Friend
by A. Mark, atty in fact
Watt
Gannon

Recorded April 28, 1913
Jesse L. Lawrence
Register of Deeds

(Cap Seal)
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 16th day of July A.D. 1917.
Mackay & Co. Bankers & Trust Co.
W. H. Mackay