Mortgage Record No. 52.

This Indenture, Made this 28th day of April in the year of our Lord nineteen hundred and thirteen, between W. T. Dias and Cora Dias of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchant's Loan & Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen 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 their successor 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 # 12 Block # 3 Haskell Place, Lawrence Kansas. 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 by this mortgagee, with mortgage clause making loss payable to said mortgagee, or its assigns, as 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 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 owners 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 Fifteen 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

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, their successor 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 hands and seal the day and year first above written.

Signed, Scaled and Delivered in presence of

W. T. Dias (SEAL)
Cora Dias (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 1913, before me, W. T. March a Notary Public in and for said County and State, came W. T. Dias and Cora Dias to me personally known to be the same persons 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 26 1913 W. T. March Notary Public.

Filed for Record the 29 day of April A. D. 1913, at 9 35 o'clock a M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 16 day of July A. D. 1917.
(Corp Seal) Merchants Loan & Savings Bank.
(SEAL)
By C. W. Mapes Cashier

Recorded July 17 1917
Floyd L. Lawrence
Register of Deeds