

## Mortgage Record No. 52.

This Indenture, Made this 10th day of May in the year of our Lord  
Eight thousand nine hundred and thirteen, between Frank Van Dries and Martha  
E. Van Dries, his wife of Palmyra in the County of  
Douglas and State of Kansas, of the first part, and  
H. O. Neal of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:  
The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Thirteen  
Township Tenth (10) Range Twenty two

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Parties of the first part

do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises, above granted, and seized of a good and infeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of

Three Thousand Dollars according to the terms of one certain coupon note this day executed Parties of the first part to the said part of the second part and delivered by the said

due three years after date with interest at 6% per annum payable annually

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 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 surplus, if any there be, shall be paid by the part of the first part them heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Frank Van Dries (SEAL)

Martha E. Van Dries (SEAL)

(SEAL)

STATE OF KANSAS,

County of Franklin ss.

BE IT REMEMBERED, That on this 10th day of May A. D. 1913, before me,

Frank Van Dries and Martha E. Van Dries, his a Notary Public for and said County and State, came

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 the 1st day of January 1914

Lloyd L. Lawrence Notary Public.

Filed for Record the 14 day of May A. D. 1913, at 9<sup>30</sup> o'clock 9 M.

Lloyd L. Lawrence Register of Deeds.

Deputy.

(9th following is interest on 1st original instrument)  
 The within mortgage being loaned in full, it is hereby  
 released on this 1st original instrument June 29 1915  
 H. O. Neal

June 29 1916  
 Lloyd L. Lawrence

This instrument is returned to the original instrument  
 You are hereby notified that this instrument is being returned to the  
 original instrument and is being returned to the original instrument  
 April 12 1917