

## Mortgage Record No. 52.

This Indenture, made this 17<sup>th</sup> day of May in the year of our Lord nineteen hundred thirteen (1913), between W. N. Mc Elure, unmarried of Republic City in the County of Republic and State of Kansas, of the first part, and Jeanie Oberweiser 2<sup>d</sup> of Kansas City Missouri of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of

Four Hundred

Four Hundred  
to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do <sup>29</sup> grant, bargain, sell  
and mortgage to the said part 4 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:

*Roll One, two and three, in Block four, in University Place  
and Addition to the City of Lawrence*

with all the appurtenances and all the estate, title and interest of the said part 2 of the first part therein. And the said.

with all the appurtenances N. H. McElure  
do hereby covenant and agree that at the delivery hereof he 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 400 £ £

according to the terms of one certain lease this day executed  
and delivered by the said J. H. M. & Co. v. Clure to the said part 2<sup>nd</sup> 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 part 4 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~~ if any be paid by the part 4 making such sale, on demand, to said the \_\_\_\_\_.

making such sales, and the profits, gains and increase of the part of the said \_\_\_\_\_ heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

W. H. Mc Cleure (SEAL)

..(SEAL)

..(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That of this, 24 day of May A. D. 1913, before me,

*H. N. McClure, unmarried*

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 Apr 10 1917 S. A. Wood Ind.

Filed for Record the nt<sup>h</sup> day of May A. D. 1913 at 4<sup>00</sup> o'clock P. M.

Lloyd L. Lawrence Register of Deeds.

Deputy.

(The following is entered on the original instrument.)

Whereas herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 27th day of February, A. D. 1942.

Recorded March 12<sup>th</sup> 1969—