

Mortgage Record No. 52.

This Indenture, Made this Sixth day of June in the year of our Lord
one thousand, hundred and thirteen, between Oliver M. Walling, by Nelson A.
Walling, his wife, of the City of Toukawa in the County of
Stary and State of Idaho, of the first part, and
Rugh H. Shaw of the second part:

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

Lot number One hundred and eighty-nine (189) on Tennessee street in the city of Lawrence,
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 his assigns, as interest may appear, and failing to do so holder of mortgage may have the same insured and the cost of so doing added to the mortgage.

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

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
Twenty 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 part 2 of the second part

and delivered by the said _____ Parties of the first part _____ to the said part 4 of the second part. Payable five 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 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 there be, shall be paid by the part 4 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 seals the day and year first above written.

Signed, Sealed and Delivered in presence of

| | | |
|---------------------------|--------------------------|--------|
| <u>Oliver Somersville</u> | <u>Oliver M. Halling</u> | (SEAL) |
| <u>Ray Lee</u> | <u>Aileen A. Halling</u> | (SEAL) |
| | | (SEAL) |

STATE OF KANSAS, *Oklahoma* } ss.
Atay County }

BE IT REMEMBERED, That on this 16th day of June A. D. 1923, before me,
Ed. Dawson a Notary Public in and for said County and State, came
Oliver M. Walling and Helen A. Walling, 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 June 1 1914 Geo. Dawson Notary Public.

Filed for Record the 7 day of June A. D. 1913, at 3³⁰ o'clock P. M.
Ways & Lawrence Register of Deeds
 Deputy.

Whereas herein described having been paid in full, this mortgage is hereby released, and the same is acknowledged discharged. As witness my hand this 2nd day of May, A. D. 1922

Recorded May 24th 1922
Estelle Northrup Duffee
 Register of Deeds