

## Mortgage Record No. 52.

This Indenture, Made this Seventeenth day of May in the year of our Lord Nineteen hundred and thirteen, between Detroit L. Burton, single man of Willow Springs in the County of Douglas and State of Kansas of the first part, and Daniel Ulrich, of Douglas County Kansas of the second part: WITNESSETH, That the said part of the first part, in consideration of the sum of Twelve Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

The East one half of the South West fractional quarter Section No. Eighteen (18) in Township No. fourteen (14) of Range No. Nineteen (19) containing 17 1/2 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Detroit L. Burton does hereby covenant and agree that at the delivery hereof he is 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 Twelve hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part due three years after date with interest payable semi-annually at the rate of six per cent per annum 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 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 party making such sale, on demand, to said party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Detroit L. Burton (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.  
BE IT REMEMBERED, That on this 17th day of May A. D. 1913, before me, Joseph E. Riggs a Notary Public in and for said County and State, came Detroit L. Burton - single man 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 March 30 1917 Joseph E. Riggs Notary Public.  
Filed for Record the 12 day of June A. D. 1913, at 10 o'clock A. M.  
Delroy L. Lawrence Register of Deeds.  
R. M. McConnell Deputy.

The following is returned on the original instrument  
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. At witness my hand this 27th day of June, A. D. 1917.  
Notary Public for State of Kansas  
- (Camp, Secy)

Recorded June 4th 1917

- Carlisle J. Posthous  
Notary Public for State of Kansas

For Assignment See Book 57 Page 274

The following is returned on the original instrument  
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. At witness my hand this 27th day of June, A. D. 1917.  
Notary Public for State of Kansas  
- (Camp, Secy)

Recorded June 9th 1917

- Carlisle J. Posthous