

Mortgage Record No. 52.

This Indenture, Made this nineteenth day of February in the year of our Lord nineteen hundred and Thirteen, between C. A. Eldridge and Lellie V. Eldridge, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and W. B. Barnes of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Thirty five Hundred and No 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 part y 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 South east quarter of section No Five (5) in Township No Fourteen (14) South of Range No Twenty (20) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said C. A. Eldridge and Lellie V. Eldridge do hereby covenant and agree that at the delivery hereof they are 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 Thirty five Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said C. A. Eldridge and Lellie V. Eldridge to the said part y 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 y 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 y making such sale, on demand, to said Parties of the first part his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. A. Eldridge (SEAL)
Lellie V. Eldridge (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22 day of Feb A. D. 1913 before me,

J. C. Wise a Notary Public in and for said County and State, came C. A. Eldridge and Lellie V. Eldridge, his wife to me personally known to be the same person s 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 Oct 25 1913 J. C. Wise Notary Public.

Filed for Record the 14 day of June A. D. 1913 at 9³⁰ o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

This document is referred to as original instrument 3. Thereafter herein described as said instrument. As witness my hand this 22 day of May, 1913. W. B. Barnes

Recorded May 22nd 1913. Estelle Northrup, Register of Deeds.