

Mortgage Record No. 52.

These parties have been paid in full, this mortgage is hereby released and the same hereby created & charged. As witness my hand this 14th day of April, A. D. 1913.
Nancy J. McCalland, Executrix
and Nancy J. McCalland

Recorded June 9 1913
Estelle D. Northrup, Register of Deeds.

This Indenture, Made this 14th day of April in the year of our Lord nineteen hundred and thirteen, between Noah J. McCalland and Mary M. McCalland, his wife of Indiana in the County of Douglas and State of Kansas, of the first part, and Nancy J. McCalland, Executrix and Nancy J. McCalland of the second part.

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Two Thousand One Hundred and Twenty Five 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 2nd of the second part, her 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:

Then undivided interest in and to Lots Eighteen and Fourteen and North ten feet of Lot Thirteen in Block 146, in Eudora, Kansas; also their undivided interest in the Northwest quarter and the West half of the Northeast quarter of Section One (1) Township Fourteen (14) Range Twenty, East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part

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, subject however to a first mortgage for \$34.00 made by the Parties of the first part and others on the West one quarter (1/4) of Sec. 1, T. 14 N. R. 20 E. in said County of Douglas, 6th P. M. This Grant is intended as a Mortgage to secure the payment of the sum of \$2,250.00

according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said part 2nd of the second part due on or before one year from date and bearing interest at 7 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 part 2nd of the second part, their 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 2nd making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

M. J. McCalland. (SEAL)
Mary M. McCalland (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 14 day of April A. D. 1913, before me, Gertrude Standing a Notary Public in and for said County and State, came Noah J. McCalland and Mary M. McCalland his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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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 July 5th 1915 Gertrude Standing Notary Public.

Filed for Record the 20 day of June A. D. 1913, at 9 o'clock A. M.
D. Lloyd Lawrence Register of Deeds.
Deputy.