

## Mortgage Record No. 52.

This Indenture, Made this 5<sup>th</sup> day of July in the year of our Lord  
 nineteen hundred and thirteen, between Albertine J. Webber and Fred  
M. Webber in the County of

Douglas and State of Kansas, of the first part, and

J. B. Kelcey of the second part:

WITNESSETH, that the said part is of the first part, in consideration of the sum of  
Five hundred fifty and no/100 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 fifty-seven (57) on New York street in  
the city of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said  
Albertine J. Webber and Fred M. Webber, her husband,  
 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  
Five hundred fifty according to the terms of one note this day executed  
 and delivered by the said Albertine J. Webber and Fred M. Webber (her husband) the said party 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 there-  
 of, 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, adminis-  
 trators 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 parties making such sale, on demand, to said to the use  
parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Albertine J. Webber (SEAL)

Fred M. Webber (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of July A. D. 1913, before me,

the undersigned Notary Public in and for said County and State, came  
Albertine J. Webber and Fred M. Webber, her  
husband 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 11<sup>th</sup> 1916 Arthur M. Spalding Notary Public.

Filed for Record the 5<sup>th</sup> day of July A. D. 1913, at 2<sup>30</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.

R. M. M. Connell Deputy.

The following is endorsed on the original instrument:  
 The note herein described having been paid in full this 5<sup>th</sup> day of July, A. D. 1913,  
 the mortgage created hereby is hereby released and the  
W. C. Kelcey witnesses my hand this 11<sup>th</sup> day of July, A. D. 1913.

Recorded July 21 1913  
Floyd L. Lawrence  
 Register of Deeds

The note herein described having been paid in full this mortgage is hereby released and the  
 mortgage created hereby is hereby released and the  
W. C. Kelcey witnesses my hand this 11<sup>th</sup> day of July, A. D. 1913.

Recorded April 16 1916  
Floyd L. Lawrence  
 Register of Deeds