

Mortgage Record No. 52.

This Indenture, Made this 5th day of July in the year of our Lord

Gertrude Hartuwell, his wife between W. D. Hartuwell and of Baldwin in the County of Douglas and State of Kansas, of the first part, and

L. D. Ripley and Mary O. Ripley, his wife of the second part:

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

One Thousand

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 parties of the second part their 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 sixty (60) acres of South half (S²) of the Northeast quarter (NE⁴) of Section twenty-eight (28) in Township fourteen (14) of Range No. Twenty (20) East of Sixth T.M.

with all the appurtenances, and all the estate, title and interest of the said part iea of the first part therein. And the said W. D. Hartuwell and Gertrude Hartuwell 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 One thousand dollars according to the terms of one certain note this day executed and delivered by the said W. D. Hartuwell & Gertrude Hartuwell to the said part iea of the second part due in five years with six per cent interest payable annually.

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 iea 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said W. D. Hartuwell and Gertrude Hartuwell their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

W. D. Hartuwell (SEAL)
Gertrude Hartuwell (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of July A. D. 1913, before me, W. M. Clark a Notary Public in and for said County and State, came W. D. Hartuwell and Gertrude Hartuwell, 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 May 15 1915 W. M. Clark Notary Public.

Filed for Record the 9th day of July A. D. 1913, at 9th o'clock A. M.
Roy L. Lawrence Register of Deeds.
R. M. McRonell Deputy.

One (standing) is understood on the original instrument.

These terms described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 20th day of August, A. D. 1913.

L. D. Ripley
Mary O. Ripley
N. M. Clark

Recorded Aug. 24th 1913
Roy L. Lawrence
R. M. McRonell

This mortgage is intended to be the original instrument. These terms described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 20th day of August, A. D. 1913.

Recorded June 25th 1913
Roy L. Lawrence
R. M. McRonell