

Mortgage Record No. 52.

This instrument is returned on the original mortgage and the sum of the money described herein having been paid in full, this mortgage is hereby released and the County Clerk is directed to discharge the same. At witness my hand this 19th day of August, A. D. 1913.

Recorded April 14th 1913  
Floyd L. Lawrence  
Clerk of Douglas County, Kansas

This Indenture, Made this ninth day of August in the year of our Lord nineteen hundred and thirteen, between D. R. White and Matilda White, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. E. Friend of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two hundred and fifty (\$250.00) 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:  
Lots Fifteen (15) and Sixteen (16) in Block Fourteen (14) in University Place, an Addition to the City of Lawrence, Douglas County, Kansas.

Copy, Lawrence, Kansas, August 9th, 1913. For value received and twenty months after date we promise to pay to C. E. Friend, or order at his office in Lawrence, Kansas, the sum of Two Hundred and fifty (\$250) Dollars as follows: Twelve and 50/100 (\$12.50) Dollars on the fifteenth day of September, 1913 and Twelve and 50/100 (\$12.50) Dollars on the fifteenth day of each month thereafter until the principal sum hereof shall be paid together with interest on the amount remaining due from time to time at the rate of seven (7%) per cent per annum from date until maturity and if not paid at maturity then at the rate of ten per cent from date until paid.

D. R. White  
Matilda White.

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

do hereby covenant and agree that at the delivery hereof D. R. White 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, except one mortgage of seven hundred (\$700) Dollars, payable August 9th 1918

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty (\$250.00) according to the terms of a certain note this day executed

and delivered by the said Parties of the first part to the said party of the second part a copy of which is hereto attached

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 surplus, if any, there by, shall be paid by the party making such sale, on demand, to said parties of the first part. Two hundred and fifty dollars and in full of said note and mortgage of the said party of the first part.

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

Signed, Sealed and Delivered in presence of  
Matilda White (SEAL)  
D. R. White (SEAL)

STATE OF KANSAS } ss.  
Douglas County  
BE IT REMEMBERED, That on this 9th day of August, A. D. 1913, before me, Thomas Harley a Notary Public in and for said County and State, came D. R. White and Matilda White, husband and 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 Sept 19 1914. Thomas Harley Notary Public.

Filed for Record the 19th day of Aug, A. D. 1913, at 5<sup>04</sup> o'clock, P. M.  
Floyd L. Lawrence Register of Deeds.  
R. M. McConnell Deputy.