

## Mortgage Record No. 52.

This Indenture, Made this 18<sup>th</sup> day of September in the year of our Lord  
nineteen hundred and thirteen, between Clarence Evans and

Jennie Evans, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

John F. Giles Jr. of the second part:

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

One Hundred 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 (19) nineteen and (20) twenty in the N.E. Central  
Subdivision of six acres more or less of E 1/2 of N 1/2 of S 1/4 fraction  
1/4 of section (29) twenty nine Township (12) twelve Range (20)  
twenty in that part of the City of Lawrence formerly known  
as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Clarence Evans and Jennie, his wife  
do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) 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 Hundred Dollars  
according to the terms of one certain Promissory Note this day executed  
and delivered by the said Clarence Evans and Jennie Evans his wife to the said party of the second part  
John F. Giles Jr.

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 party making such sale, on demand, to said  
Clarence Evans his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Clarence Evans (SEAL)

Jennie Evans (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of September A. D. 1913, before me,



John W. Clark a Notary Public in and for said County and State, came

Clarence Evans and Jennie Evans, 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 July 1<sup>st</sup> 1917.

John W. Clark

Notary Public.

Filed for Record the 20<sup>th</sup> day of Sept.

A. D. 1913, at 9<sup>44</sup> o'clock A.M.

Floyd L. Lawrence  
My Geo. C. Nitzel

Register of Deeds.

Deputy.

The following is extracted from the original instrument:  
The said parties have been paid in full, this mortgage is hereby released and the  
mortgage is hereby discharged. As witness my hand and seal this day of September, A. D. 1913.  
John F. Giles Jr.  
My Geo. C. Nitzel

Recorded Sept. 24<sup>th</sup> 1914  
Floyd L. Lawrence  
Register of Deeds.  
My Geo. C. Nitzel

Recorded Nov. 1<sup>st</sup> 1918