

Mortgage Record No. 52.

This Indenture, Made this Fourth day of September in the year of our Lord
nineteen hundred and thirteen, between

between _____, between _____
A. R. Maxwell & Emma Maxwell his wife of *Lawrence* in the County of
Douglas, _____ and State of Kansas, of the first part, and _____

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Hundred (24-00.) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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:

Commencing at a point three hundred and ninety five feet (395) west and fourteen (14) feet north of the south east corner of Lot No. Three (3) in Section No. Twenty-four (24) in Township No. Twelve (12) South of range No. Nineteen (19) East of 6th Principal meridian, thence running west four hundred and Sixteen and $\frac{8}{10}$ (416 $\frac{8}{10}$) feet, thence North thirteen hundred and one (1301) feet, thence East two hundred and eight and $\frac{4}{10}$ feet, thence south six hundred and seventy one (671) feet, thence East two hundred and eight and $\frac{4}{10}$ (208 $\frac{4}{10}$) feet, thence South six hundred and thirty (630) feet, to the place of beginning, containing Nine and $\frac{22}{100}$ (9 $\frac{22}{100}$) acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said part ^{is} of the first part therein. And the said.

do, they are hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted,

do hereby covenant and agree that at the delivery hereof, only we the lawful owners, of the premises, above grant
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will
defendant and defend the same in the suit and pleable process first and second party,
his heirs and assigns forever against all persons lawfully claiming the same

.....This Grant is intended as a Mortgage to secure the payment of the sum of

Four Hundred Dollars

according to the terms of One certain Mortgage Note this day executed

Parties of the first part

and delivered by the said Parties of the first part to the said party of the second part, being for part purchase money of above premises, and discharge five years from date without interest from date to maturity as evidenced by coupons attached thereto, and with interest thereon, payable quarterly, as hereinafter more fully expressed.

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 be not kept up thereon, then this conveyance shall become absolute, and the whole

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, 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 of four making such sale, on demand, to said parties of the first part their heirs and assigns, 1

IN WITNESS WHEREOF, The said part its 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

A. R. Maxwell (SEAL)

Emma Maxwell (SEAL)

..(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of Oct, A. D. 1913, before me,

The Undersigned a Notary Public in and for said County and State, came
A.R. Maxwell & Conna Maxwell, 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 Feb 2nd 1946 Lena Ursel

Notary Public.

Filed for Record the 17th day of Oct A. D. 193 at 3:41 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Floyd L. Lawrence Register of Deeds.

By Geo. C. Nitzel Deputy.

(For assignment, see Book 51, Page 423)

(This testimony is endorsed on the original instrument.)

Carrie Snow-
By Arthur M. Marks her attorney in fact.

Received Sept. 9th 1918
Estelle Nordrup

(The following is entered on the original instrument.)

The note hereby described having been paid in full, this instrument is hereby released and the same hereby created discharged. As witness my hand this 5th day of December, A.D. 1915.

Recorded May 5 1915
Lloyd L Lawrence