

Mortgage Record No. 52.

(This mortgage is subject to the original mortgage)  
The mortgage herein described having been paid in full, this mortgage is hereby released and the same may be cancelled. As witness my hand this 25th day of March, A.D. 1913.

Recorded March 25th 1913  
Hoyd L. Lawrence  
Register of Deeds  
Douglas County, Mo.

This Indenture, Made this 20th day of May in the year of our Lord nineteen hundred and thirteen 13, between Elijah Gunther and Bessie Gunther of Nebraska in the County of Sedgewick and State of Kansas, of the first part, and James B. Kelley of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One Hundred and Fifty 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: All of Lots No. 95 and 96 Walnut Park add. in that part of the city 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 Elijah Gunther & Bessie Gunther do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefensible 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 Fifty Dollars according to the terms of a certain Note this day executed and delivered by the said Elijah Gunther & Bessie Gunther to 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 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Bessie Gunther (SEAL) Elijah Gunther (SEAL)

STATE OF KANSAS, Sedgewick County ss.

BE IT REMEMBERED, That on this 21st day of May, A.D. 1913 before me, H. M. Barrett a Notary Public in and for said County and State, came Bessie Gunther 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 Feb 5th 1917 H. M. Barrett Notary Public. State of Kansas, Douglas County, SS.

Be it Remembered, That on this 22nd day of May, 1913 before me, J. B. Wilson a Justice of the Peace in and for said County and State, came Elijah Gunther, to me personally known to be the same person who executed the foregoing instrument of writing, 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. J. B. Wilson, Justice of the Peace.

Recorded Oct. 14th, A.D. 1913, at 1:16, P.M. Hoyd L. Lawrence Register of Deeds Douglas County, Mo.