149 Mortgage Record No. 52. This Indenture, Made this First day of September of our Lord S Indenture, Made this First day of September in the year of our Lord ninot were hundred and thirteen. D. L. Eddy In Cartude R. Eddy, Fand In Wife of Lawrence in the County of el, Ausband 2 wife County of cond part: of the second part: the sum of WITNESSETH, That the said part is of the first part, in consideration of the sum of Fire Hundred, (* 500.00)____ DOLLARS. DOLLARS. argain, sell and mortgage to the said part of the second part first mater said and by these presents do grant, bargan, set the County of Douglas, and State of Kansas, described as follows, to wit: <u>Regin at a peint (45) forty five feet west of the south west nourner of lot (43) forty three</u> in block (1) one of the Belmont Addition; thence north (609 2) six hundred and nine and one half feet; thence (129) one hundred and thirty feet, thence south (40) forty feet; thence situated in six east (130) one hundred and thirty feet; thence north forty (40) feet all in Section (32) thirty two twp (12) twelve Range (20) twenty. with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Partice of the first part do 10 hereby covenant and agree that at the delivery hereof They are .. the lawful owner ... of the premises, above granted, e granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. what so, even he sum ofThis Grant is intended as a Mortgage to secure the payment of the sum of Èł Five hundred (\$500.) according to the terms of One certain Courfor note this day executed and gelivered by the said B. L. Elly & Stertunde R. Eddy to the said part of the second part cond part b. E. Friend Payable three years after date with interest according to the terms thereof ú 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 thereart 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 the whole 110-22 amount shall become due and payable, and it shall be lawful for the said part y of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, of any part thereof, in the manner prescribed by law; and out ; 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 harges of making such sales, and the overplus, if any there be, shall be paid by the part. M...making such sale, on demand, to said D.L. Eddy on his heirs and hissigns. day and vear first above written. D.L. Eddy (SEAL) Gertrude R. Eddy (SEAL) Signed, Sealed and Delivered in presence of ..(SEAL) .(SEAL) (SEAL) .(SEAL) Douglas Count BE IT REMEMBERED, That on this October day of. A. D. 19/.3. before me, obste fortige Tablic in and for said County and State, came de C. Eldy, tweetons a wife efore me, ate, cameto me personally known to be the same the same In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and day and year last above written. L. E. Lindley Buttote Judge Noter Public A. D. 1913 at 215 - 0'clock P. M. My Commission Expires iblic. Filed for Record the 17th day of Oct. Ι. Floy & Lawrence Register of Deeds. By Lu 6. Witch Deputy. f Deeds. .Deputy. 1.0