

# Mortgage Record No. 52.

This Indenture, Made this 18th day of February in the year of our Lord  
nineteen hundred and thirteen, between

James A. McConkey, unmarried of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
F. B. Varnum of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of  
Three Hundred Twenty-five DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 No. Ninety (90) Block No. Twenty-four (24) West Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
James A. McConkey  
do hereby covenant and agree that at the delivery hereof he 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 a mortgage of \$500 in favor of Eben Baldwin, and also  
\$368.69 to J. H. Miller This Grant is intended as a Mortgage to secure the payment of the sum of  
Three Hundred Twenty-five  
according to the terms of one certain note this day executed  
and delivered by the said James A. McConkey to the said party of the second part  
subject to the above encumbrances,

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said

James A. McConkey his heirs and assigns.  
IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and  
year first above written.

Signed, Sealed and Delivered in presence of

R. M. Morrison

James A. McConkey (SEAL)  
mark

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of February A. D. 1913, before me,

R. M. Morrison a Notary Public in and for said County and State, came

James A. McConkey, a single man,

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. 23 1914

R. M. Morrison

Notary Public.

Filed for Record the 20th day of Oct, A. D. 1913, at 245 o'clock P. M.

Floyd S. Lawrence Register of Deeds.

By Mrs. L. Metz Deputy.

The foregoing is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the  
lien thereby created discharged. As witness my hand this 17th day of April, A. D. 1916.  
Floyd S. Lawrence  
Register