

Mortgage Record No. 52.

This Indenture, Made this Eighth day of October in the year of our Lord

Thosie Endaly, his wife between Harry C. Endaly

Douglas and State of Kansas, of the first part, and

William Endaly of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Six Hundred and no/100 (\$600.00) 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 part y 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:

The North one-half (1/2) acre of the North one (1) acre of the west two (2) acres of the North Four (4) acres of the South Ten (10) acres of the North Fifteen acres of the West Nineteen (19) acre of the North West (14) Quarter of the South East (14) Quarter of section six (6) Township Thirteen (13) Range Twenty (20) East of 6th PM.

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

Harry C. Endaly & Thosie Endaly do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seised 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

Six Hundred Dollars according to the terms of One certain Note this day executed.

and delivered by the said Harry C. Endaly & Thosie Endaly to the said part y 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 part y 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 Harry C. Endaly his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Harry C. Endaly (SEAL)

Thosie Endaly (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of October A. D. 1913, before me,

Frank E. Banks Notary Public in and for said County and State, came

Harry C. Endaly & Thosie Endaly, his wife

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 November 8th 1914 Frank E. Banks Notary Public.

Filed for Record the 23rd day of Oct, A. D. 1913, at 11:55 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Byron B. Metel Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 3rd day of Nov. 1913.

Notary Public for Douglas County, Kansas.

In consideration of full payment of the within mortgage I hereby release the same this 3rd day of Nov. 1913.

ATTEST: Eastella Posthup Register of Deeds.