

Mortgage Record No. 52.

This Indenture, Made this 24th day of October in the year of our Lord nineteen hundred and thirteen, between M. T. Dias & Co.

Bora Dias, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Wheatside Loan & Savings Bank a corporation of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixteen Hundred 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 its Successors 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: Beginning on West line of New York Street Two hundred fifty (250) feet south of intersection of said west line of New York Street with south line of Adams Street thence west one hundred and seventeen (117) ft. to alley, thence south fifty feet (50), thence East one hundred and seventeen feet (117), to West line of New York St. thence North fifty ft. to place of beginning, being represented on plat as Lot #199 The Elms addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said M. T. Dias & Bora Dias 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 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 \$1600.00

according to the terms of One certain Note this day executed and delivered by the said M. T. Dias & Bora Dias 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 its Successors 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 part y making such sale, on demand, to said party of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Jennie Watt M. T. Dias Bora Dias (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 30th day of October A. D. 1913, before me, Jennie Watt a Notary Public in and for said County and State, came M. T. Dias, and Bora Dias, his wife

to me personally known to be the same person as 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 30th mch 1914 Jennie Watt Notary Public.

Filed for Record the 31st day of Oct A. D. 1913, at 9¹⁰ o'clock A.M.

Thos L Lawrence Register of Deeds. By Geo. B. Hight Deputy.

From the original as returned on the original instrument.
This copy hereof is being furnished to the County Clerk for filing in the office of the County Clerk, and the original is being retained by the County Clerk.
Merchant Loan & Savings Bank
by Geo. B. Hight, Clerk
(Com. Seal)
April 25 1914
Estelle Wachsmuth
Jennie Watt
Notary Public