

Mortgage Record No. 52.

This Indenture, Made this 14 day of October in the year of our Lord
nineteen hundred and thirteen.

between
Daniel F. Frye Junior & Daniel F. Frye Senior of Baldwin City in the County of
Douglas and State of Kansas, of the first part, and
Charles S. Anderson of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of
Five 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 of 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-east 1/4 of the South-west 1/4 of Section No. 26,
Township No. 14, Range No. 20, County and State aforesaid,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Daniel F. Frye Junior & Daniel F. Frye Senior
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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
\$500.
according to the terms of One certain Note this day executed
and delivered by the said Daniel F. Frye Junior & Daniel F. Frye Senior to the said part of 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 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 part of of the second part his heirs 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said
Charles S. Anderson heirs and assigns.

IN WITNESS WHEREOF, The said part us 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
Daniel F. Frye Jr. (SEAL)
Daniel F. Frye Sr. (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of October A. D. 1913 before me,
L. T. Clement a Notary Public in and for said County and State, came
Daniel F. Frye Junior & Daniel F. Frye Senior
to me personally known to be the same
persons 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 June 1 1916 L. T. Clement Notary Public.

Filed for Record the 1st day of Nov. A. D. 1913, at 10:30 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Metzel Deputy.

Recorded July 18 1918
Estelle Northrup
Register of Deeds

My Commission Expires June 1 1916
L. T. Clement
Notary Public

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