

Mortgage Record No. 52.

This Indenture, Made this 26th day of November in the year of our Lord
 nineteen hundred and thirteen, between Josephine L. Hoyt
Chas. H. Hoyt, her husband of Lawrence in the County of
Douglas, and State of Kansas, of the first part, and Merchants Loan
Savings Bank Lawrence, Kansas, a corporation of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of
Seven 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 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 West fifty (50) feet of Lot number Sixteen (16) and
Seventeen (17) Block Number Twenty-eight (28)
Quivera Place Addition to City of Lawrence,

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

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
\$700.00
 according to the terms of one certain Note this day executed
 and delivered by the said Parties of the first part 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 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 y of the second part its heirs and assigns
 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 y making such sale, on demand, to said
 Parties of the first part their 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

Josephine L. Hoyt (SEAL)
Chas. H. Hoyt (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1913, before me,
John M. Newlin Notary Public in and for said County and State, came
Josephine L. Hoyt and Chas. H. Hoyt
 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 March 10 1915 John M. Newlin Notary Public.

Filed for Record the 3rd day of Dec, A. D. 1913 at 845 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
By Geo. B. Nitzel Deputy.

This mortgage is subject to the original mortgage and the
 mortgagee herein described having been paid in full, this mortgage is hereby released and the
 same is cancelled and discharged. As witness my hand this 26th day of Nov, A. D. 1913.
Merchants Loan Savings Bank
By Geo. B. Nitzel, Cashier
 (Corp Seal)

Recorded July 7th 1922
John T. Phillips Official
 Register of Deeds

This mortgage is subject to the original mortgage and the
 mortgagee herein described having been paid in full, this mortgage is hereby released and the
 same is cancelled and discharged. As witness my hand this 26th day of Nov, A. D. 1913.
Merchants Loan Savings Bank
By Geo. B. Nitzel, Cashier

Recorded Dec. 20 1917
Geo. B. Nitzel