

Mortgage Record No. 52.

This Indenture, Made this 3rd day of December in the year of our Lord
nineteen hundred and thirteen.

between James H. Houk (and)
Marie Houk, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

James L. Milburn of the second part:
WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fifteen Hundred (\$1500.) 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 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 Number Four (4), Block Twenty-Two (22), Sinclair's Addition
to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
James H. Houk (and) Marie Houk
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
Fifteen Hundred (\$1500)
according to the terms of a certain promissory note this day executed
and delivered by the said James H. Houk (and) Marie Houk to the said party of the second part

James L. Milburn
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, or 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 H. Houk (and) Marie Houk or their heirs and assigns. Private is hereby granted
to pay \$100 or any multiple thereof at any date
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

James H. Houk (SEAL)

Marie Houk (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 4th day of December A. D. 1913, before me,

L. J. Clement a Notary Public in and for said County and State, came
James H. Houk (and) Marie Houk, 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 June 1st 1916 L. J. Clement Notary Public.

Filed for Record the 4th day of Dec. A. D. 1913, at 10:55 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

By Geo. C. Wefel Deputy.

This instrument is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand and seal this day of December 1913.

W. H. Houk
1913

Recorded Aug 1 1916
Floyd L. Lawrence
Register of Deeds.

(For assignment see Book 54, Page 46)

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby