

## Mortgage Record No. 52.

This Indenture, Made this 1st day of November in the year of our Lord

Nineteen hundred and thirteen, between Libbie S. Hayes (w) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. P. Olmsted of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Forty eight hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha d 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 fifty (50) feet of Lot Six (6) in Block eight  
(B) Quad addition in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Forty eight hundred Dollars according to the terms of One certain Note this day executed and delivered by the said first parties to the said part y of the second part W. P. Olmsted. Said note to be paid in 64 installments of \$75 Monthly commencing Dec 1st 1913. Interest to be computed and payable every six months 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 part y making such sale, on demand, to said Libbie S. Hayes heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Libbie S. Hayes (SEAL)  
Noah Hayes (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of November A. D. 1913, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Libbie S. Hayes

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 Jan 25 1914 Geo. W. Kuhne Notary Public,  
State of Kansas, Nemaha County, SS.

BE IT REMEMBERED, That on this 3 day of December A.D. 1913, before me, a Notary Public in and for said County and State, Came Noah Hayes to me personally known to be the same person who executed the foregoing instrument or writing and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL) My commission expires Jan 21 1916,  
Recorded Dec. 10th. A.D. 1913 at 9:31 o'clock A.M.

W. F. Thompson, Notary Public.  
Flores Lawrence  
Register of Deeds.  
my Geo. W. Kuhne

This note herein described has been paid in full for all its obligations and is hereby cancelled and discharged. As witness my hand this 10th day of December A.D. 1913.

W. P. Olmsted

Lg. made

Recorded - July 11th - 1916

Flores Lawrence

Register of Deeds.

(LP)