

Mortgage Record No. 52.

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

between Ira Seaman and Mary A. Seaman his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Richard McArthur of Miami, Florida of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Hundred (\$200) 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 No. One hundred and twenty eight (128) on Indiana Street in the City of Lawrence, said County, State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ira Seaman do hereby covenant and agree that at the delivery hereof he is 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 Two Hundred Dollars according to the terms of one certain note & coupons this day executed and delivered by the said parties of the first part to the said party of the second part due and payable on or before five years after date, with interest at six per cent per annum payable semi-annually 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 party 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 party of the second part making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Ira L. Seaman (SEAL)

Mary A. Seaman (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of December A. D. 1913, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came

his wife Ira Seaman and Mary A. Seaman

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 30th 1913

Joseph E. Riggs Notary Public.

Filed for Record the 11th day of Dec, A. D. 1913, at 11:20 o'clock A. M.

Ira L. Lawrence Register of Deeds.
By Geo. B. Metz Deputy.

The following is referred to on the original instrument:
The said herein described having been paid in full, with interest and the
thereby created discharged. As witness my hand this 10th day of December 1913.

Richard M. Carter

Recorded Dec 17th 1913

Ira L. Lawrence
Register of Deeds.

Geo. B. Metz
Deputy.