

Mortgage Record No. 52.

This Indenture, Made this 2nd day of December in the year of our Lord
nineteen hundred and thirteen.

between D. H. Atkey and Martha E. Atkey,
Husband and Wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and
Eben Ballwin of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
One Thousand (\$1000.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have all 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:

Beginning at the north west corner of the south-west quarter ($\frac{1}{4}$) of Section Nine (9)
Township Twelve (12) Range Nineteen (19) thence east eighty (80) rods; thence due
south to the nearest point twenty-five (25) feet from the west bank of the Lake; thence
in a south-westerly direction following a line twenty-five feet from the west bank of
the Lake to the south line of the north half of said South west quarter ($\frac{1}{4}$); thence
west to the west line of said Section Nine (9); thence north to the point of
beginning.

with all the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said
D. H. Atkey and Martha E. Atkey
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
One Thousand Dollars
according to the terms of One certain note this day executed
and delivered by the said D. H. Atkey and Martha E. Atkey to the said part of of the second part
together with ten coupon notes thereto attached for \$30.00 each

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 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 part of making such sale, on demand, to said
party of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

D. H. Atkey (SEAL)
Martha E. Atkey (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1913, before me,
J. H. Mitchell Notary Public in and for said County and State, came
D. H. Atkey and Martha E. Atkey, Husband and Wife
to me personally known to be the same
person who 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, 17 1915 J. H. Mitchell Notary Public.

Filed for Record the 23rd day of Dec, A. D. 1913, at 1051 o'clock A. M.
Edw. L. Lawrence Register of Deeds.
By Geo. B. Hefel Deputy.

The following is returned on the original instrument:
This mortgage has been duly paid in full, this mortgage is hereby released and the
same being cancelled discharged. As witness my hand this 2nd day of Dec, A. D. 1913.
J. H. Mitchell

Recorded Oct 11 1912
Edw. L. Lawrence
Register of Deeds.
Geo. B. Hefel

The following is returned on the original instrument:
This mortgage has been duly paid in full, this mortgage is hereby released and the
same being cancelled discharged. As witness my hand this 2nd day of Dec, A. D. 1913.
J. H. Mitchell

Recorded July 10th 1913
Edw. L. Lawrence
Register of Deeds.
Geo. B. Hefel