

Mortgage Record No. 52.

This Indenture, made this Third day of January in the year of our Lord nineteen hundred & fourteen, between Max Wilhelmi and Emma J. Wilhelmi, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Ray J. Dwyer

of the second part:

Two Thousand (\$2000)

WITNESSETH, That the said part two of the first part, in consideration of the sum of 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 four 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 south ten acres of the North Twenty Acres of the East Thirty Acres of the South One-half of the North East Quarter of Section No Thirty-five (35) in Township No Twelve (12) South of Range No Nineteen (19) East of the 6th P. M.

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

Max Wilhelmi and Emma J. Wilhelmi

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 Two Thousand Dollars

according to the terms of one certain mortgage note this day executed

and delivered by the said parties of the first part to the said part four of the second part

due in Two years from date, with interest as evidenced by Coupons attached thereto.

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 four 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 surplus, if any there be, shall be paid by the part four making such sale, on demand, to said

parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Max Wilhelmi (SEAL)

Emma Wilhelmi (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5th day of January A. D. 1914, before me,

L. S.

the undersigned a Notary Public in and for said County and State, came

Max Wilhelmi and Emma J. Wilhelmi,

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 13 1917

Wm. J. Sinclair

Notary Public.

Filed for Record the 5 day of Jan A. D. 1914, at 2¹⁰ o'clock P. M.

Ray J. Lawrence

Register of Deeds.

Deputy.

Notary Public in and for the State of Kansas

My Commission Expires June 13, 1917

Notary Public in and for the State of Kansas

My Commission Expires June 13, 1917

Notary Public in and for the State of Kansas

Recorded Jan 5th 1914

Notary Public in and for the State of Kansas

My Commission Expires June 13, 1917

Notary Public in and for the State of Kansas

My Commission Expires June 13, 1917

For Assignment See Book 57 Page 26