

## Mortgage Record No. 52.

This Indenture, Made this 7th day of January in the year of our Lord  
Thirteen hundred & Twenty-four, between Irwin E. Davis, an unmarried man  
Douglas of Lawrence in the County of

The Citizens State Bank Lawrence, Kans and State of Kansas, of the first part, and  
Two hundred Fifty Dollars of the second part:  
 WITNESSETH, That the said party of the first part, in consideration of the sum of  
Two hundred Fifty Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell  
 and mortgage to the said party of the second part its 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 west half (1/2) of the North-east one quarter (1/4) of Section Twenty-six (26) and the West  
 five and fifty-one hundredths (1/2 & 50/100) acres of the East one half (1/2) of the North East  
 quarter (1/4) of Section Twenty-six (26) Township Number Thirteen (13) Range Eighteen (18)  
 East of the 6th P.M. this mortgage is upon the undivided one half interest of the grantor  
 in said land

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
party of the first part  
 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 indefensible 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 Fifty Dollars  
 according to the terms of a certain note this day executed  
 and delivered by the said Party of the first part to the said party of the second part

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 its 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said  
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and  
 year first above written.

Signed, Sealed and Delivered in presence of

Irwin E. Davis (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of January A. D. 1914, before me,  
the undersigned a Notary Public in and for said County and State, came  
Irwin E. Davis  
of Douglas 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 11 1916

Arthur M. Spalding  
 Notary Public.

Filed for Record the 14th day of Jan, A. D. 1914, at 2:00 o'clock P. M.

Doyl L. Lawrence Register of Deeds.  
Geo. B. Wetzel Deputy.

(The following is referred to as the original instrument)  
 Therein herein described having been paid in full, this mortgage is hereby released and the  
 same thereby created discharged. At witness my hand this 22nd day of January, A. D. 1914.

Copy of Original Sent Bank  
By H. C. Spelling, President

Recorded July 22 1914

Doyl L. Lawrence  
 Register of Deeds.

Geo. B. Wetzel Deputy.