

Mortgage Record No. 52.

This Indenture, Made this 20th day of January in the year of our Lord
Thirteen hundred and fourteen, between W. J. Russell & Sarah A. Russell
husband & wife, of Baldwin City in the County of
Douglas and State of Kansas, of the first part, and

Birdie L. Dole

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Five hundred 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 y of the second part her 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:

Commencing at a point Ninety feet east of the North West corner of
lot Thirty Four on Ninth Street, thence South Fifty feet, thence east Two
feet, thence south to the middle of lot Thirty Six, thence east to the
east line of lot Thirty Six, thence North Fifty Two and one half feet,
thence to the place of beginning, In Baldwin City, Kan.

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

W. J. Russell & Sarah A. Russell

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
Five Hundred Dollars

according to the terms of One certain Note this day executed

and delivered by the said W. J. Russell & Sarah A. Russell to the said part y of the second part

It is hereby agreed that \$100.00 or any multiple can be paid before it is due at any
interest payment. The note is to draw 7% and due in three years

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 be 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, her 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 part y making such sale, on demand, to said

first party

heirs and assigns.

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

Signed, Sealed and Delivered in presence of

W. J. Russell

(SEAL)

Sarah A. Russell

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of January A. D. 1914, before me,

J. B. Nise

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

W. J. Russell & Sarah A. Russell, husband

and wife

to me personally known to be the same

person s 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 October 25th 1914

J. B. Nise

Notary Public.

Filed for Record the 24th day of Jan

A. D. 1914 at 9¹⁷ o'clock A. M.

loyd Lawrence Register of Deeds.

Geo. C. Nitzel Deputy.

The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby created extinguished. As witness my hand this 2nd day of March A. D. 1914.
Birdie L. Dole

Recorded March 20 1914
Little No. 100
to Gene Nitzel & wife

Recorded Jan 24 1914
to Gene Nitzel & wife