

Mortgage Record No. 52.

This Indenture, Made this nineteenth day of January in the year of our Lord thirteen hundred & fourteen between Susan Emily Boultinghouse and Charles M. Boultinghouse her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank of Lawrence, Kansas of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventy Five 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 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:

An undivided one fourth interest in and to Lots 173 & 175 Vermont Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Susan Emily Boultinghouse and Charles M. Boultinghouse hereby covenant and agree that at the delivery hereof they are 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 Seventy five dollars according to the terms of one certain note this day executed and delivered by the said Susan Emily Boultinghouse and Charles M. Boultinghouse to the said party of the second part payable in six months

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, its 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 Susan Emily Boultinghouse her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Susan Emily Boultinghouse (SEAL)
Chas. M. Boultinghouse (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of January A. D. 1914, before me, the undersigned a Notary Public in and for said County and State, came Susan Emily Boultinghouse and Charles M. Boultinghouse her husband, 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 2nd day of Feb, A. D. 1914, at 3:25 o'clock P. M.

Hoyle L. Lawrence Register of Deeds
Geo. L. Wetzel Deputy.

In consideration of full payment of the within mortgage I hereby release the state this

filed by of Lawrence, 1914

and give State agent of Lawrence, 1914



ATTEST:

Esther M. Northrup
Register of Deeds
Lawrence, Kan.

This note herein described is recorded as the original instrument.

Recorded Feb. 1st 1914