

Mortgage Record No. 52.

This Indenture, Made this 14th day of February in the year of our Lord Nineteen hundred fourteen, between E. P. Arnold & Maud M. Arnold, his wife in the County of Douglas and State of Kansas, of the first part, and Albert B. Curtis of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-three hundred & fifty (2350) 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 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 Thirty (30) feet of Lot No. Two (2) and the North Twenty (20) feet of Lot No. Three (3) Parkers Addition to 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 E. P. Arnold & Maud M. Arnold do 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 \$2350-

according to the terms of one certain note this day executed and delivered by the said E. P. Arnold & Maud M. Arnold to the said party of the second part due on or before two years after date with interest at 6% per annum payable semi-annually at Nations Natl Bank 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, 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said E. P. Arnold heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

E. P. Arnold (SEAL)

Maud M. Arnold (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1914, before me, Thomas Harley a Notary Public in and for said County and State, came E. P. Arnold & Maud M. Arnold, 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 September 19th 1914

Thomas Harley

Notary Public.

Filed for Record the 16th day of Feb

A. D. 1914, at 9:10 o'clock A. M.

Thos. Lawrence Register of Deeds.

Geo. B. Wright Deputy.

(The following is extracted from the original instrument.)
The moneys herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 14th day of February A. D. 1914.

Albert B. Curtis

Recorded Jan 6th 1915

Thos. Lawrence

Geo. B. Wright