

Mortgage Record No. 52.

This Indenture, Made this 31st day of January in the year of our Lord
Nineteen hundred & Fourteen (1914), between
R. L. Harvey (unmarried) of Topeka in the County of
Shawnee and State of Kansas, of the first part, and R. A. Wilks of Lawrence
in the County of Douglas, State of Kansas, of the second part:
 WITNESSETH, That the said part y of the first part, in consideration of the sum of
One Hundred (\$100) 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 part y 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:

Lot Number Forty (40), in Fair Grounds Addition, in addition to the
City of Lawrence, Kansas, as per the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
R. L. Harvey
 does 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 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
One Hundred (\$100) Dollars
 according to the terms of one (1) certain promissory Note this day executed
 and delivered by the said R. L. Harvey to the said part y of the second part
R. A. Wilks

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 part y of the second part, his 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
R. L. Harvey heirs and assigns.

IN WITNESS WHEREOF, The said part y 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

R. L. Harvey (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Shawnee County } ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1914, before me,

R. L. Harvey, a single man a Notary Public in and for said County and State, came

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 April 17 1914

Albert Tomson

Notary Public.

Filed for Record the 17th day of July,

A. D. 1914 at 9:20 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Geo. B. Metzger Deputy.

This document is referred to as the original instrument in the notary public's office in the year 1914. It is hereby certified that the same is a true and correct copy of the original instrument as the same appears from the records of the notary public's office in the year 1914.

Recorded Jan. 7th 1916
Floyd L. Lawrence Notary Public
Geo. B. Metzger Deputy