

Mortgage Record No. 52.

This Indenture, Made this twelfth day of February in the year of our Lord 1914, between Martin Grossman & Christine Grossman, his wife, of the Township of Kunkake in the County of Douglas and State of Kansas, of the first part, and James Edwin Duff of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two hundred & fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do — grant, bargain, sell and mortgage to the said part 2d 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 East half (1/2) of the North half (1/2) of the North-east quarter (1/4) of Section Sixteen (16) in Township Fourteen (14) of Range Twenty, (20) in said County, & State

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do — hereby covenant and agree that at the delivery hereof they are the lawful owner 3 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save & except a mortgage of \$1500 to F.C. Burke reduced by payment to \$1250

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred & fifty Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2d of the second part payable on or before the 31st day of May 1917 to order of James Edwin Duff with interest at 6% semi-annually from date until paid + 10% after maturity 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 part 2d 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 surplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hands & seal & the day and year first above written.

Signed, Sealed and Delivered in presence of

Hugh Blair

Martin Grossman

Christina Grossman

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of Feb. A. D. 1914, before me,

Hugh Blair

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

Martin Grossman & Christina Grossman, his 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 28th Dec 1917

Hugh Blair

Notary Public.

Filed for Record the 20th day of Feb.

A. D. 1914, at 9:35 o'clock A.M.

Hugh L. Lawrence Register of Deeds.

Geob. Metzger Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 9th day of Feb. A. D. 1914.

Hugh Blair

James Duff

Recorded May 4th 1917

Grace D. Northing

551 For Assignment see Book 52 Page 557