

## Mortgage Record No. 52.

This Indenture, Made this 26<sup>th</sup> day of Feb., in the year of our Lord  
Thirteen hundred Ninety (1914) between J. J. Dwyer & Matilda Dwyer,  
his wife in the County of  
Douglas and State of Kansas, of the first part, and  
G. B. Housman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
One Thousand 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 West half of the South West quarter (1/4) of Section Thirty Three (33)  
Township Fourteen (14) Range Twenty One (21) East 6th P.M.  
Containing (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
J. J. Dwyer & Matilda Dwyer, his wife  
 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  
One Thousand Dollars  
 according to the terms of One certain Note this day executed  
 and delivered by the said J. J. Dwyer & Matilda Dwyer his wife to the said party of the second part

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 party 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 surplus, if any there be, shall be paid by the party of the second part first parties making such sale, on demand, to said  
first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. J. Dwyer (SEAL)  
Matilda Dwyer (SEAL)  
 (SEAL)

STATE OF KANSAS,  
Johnson County } ss.  
 BE IT REMEMBERED, That on this 26<sup>th</sup> day of Feb., A. D. 1914, before me,

M. J. Kelly a Notary Public in and for said County and State, came  
J. J. Dwyer & Matilda Dwyer, 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 Sept 8<sup>th</sup> 1916 M. J. Kelly Notary Public.

Filed for Record the 28<sup>th</sup> day of Feb., A. D. 1914, at 245 o'clock P. M.  
Wm. Lawrence Register of Deeds.  
G. B. Housman Deputy.

This mortgage was recorded for the purpose of securing the payment of the sum of \$1,000.00 to the mortgagee, G. B. Housman, by the mortgagors, J. J. Dwyer & Matilda Dwyer, his wife, on the 26th day of February, 1914. The mortgagee hereby certifies that the same has been duly recorded in the office of the Register of Deeds of Johnson County, Kansas, on the 28th day of February, 1914.

Recorded Feb 18 1914  
Estelle Northrup