

Mortgage Record No. 52.

This Indenture, Made this 28th day of February in the year of our Lord Mmclxxv between Sarah A. Washington & R.P. Washington, her husband of the Township of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four hundred 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 East half (1/2) of the North East Quarter (1/4) of Section Twenty-six (26) in Township Fourteen (14) of Range Twenty (20) in said County and State.

The Mortgagors agree to keep the buildings on the premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns, as interest may appear; and failing to do so holder of mortgage may have same insured and cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Four hundred 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 party of the second part payable three years after date with interest thereon according to the terms of said note to compare thereto attached

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 parties of the first part 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 Jennie Watt Sarah A. Washington (SEAL) R.P. Washington (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1914, before me, Jennie Watt a Notary Public in and for said County and State, came Sarah A. Washington & R.P. Washington, 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 30th Mch 1916 Jennie Watt Notary Public.

Filed for Record the 7th day of Mch A. D. 1914 at 11:47 o'clock P. M. Hugh Lawrence Register of Deeds. Geo. B. Nitzel Deputy.

The following is confirmed as the correct instrument in being released and the note herein described. As witness my hand this 27th day of February A. D. 1914. Hugh Blair

Recorded Dec 23rd 1914 Hugh A. Lawrence Register of Deeds. Geo. B. Nitzel

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