

## Mortgage Record No. 52.

This Indenture, Made this twelfth day of April in the year of our Lord one thousand four hundred and fourteen, between Henry Swanson and Caroline Swanson his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fred A. Clarke of the second part:

WITNESSETH, That the said part ees of the first part, in consideration of the sum of Five hundred & 00/100 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 part f 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: lots No 141 and 143 Raymond Place a Subdivision of Block No 40 in West Lawrence, City of Lawrence

with all the appurtenances, and all the state, title and interest of the said part ees 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. So 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 Five hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part f of the second part his heirs and assigns

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 f 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 part f making such sale, on demand, to said parties of the first part, heirs and assigns.

IN WITNESS WHEREOF, The said part ees 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

Fred A. Clarke

Henry Swanson

Caroline Swanson

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 1914, before me, Gertrude Standing a Notary Public in and for said County and State, came Henry Swanson and Caroline Swanson, his wife to me personally known to be the same persons 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 July 5 1915 Gertrude Standing Notary Public.

Filed for Record the 10 day of April A. D. 1914, at 2 o'clock P. M. Ways L Lawrence Register of Deeds.

Deputy.

This mortgage is endorsed on the original instrument. Wherein the described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. As witness my hand this 10th day of April A. D. 1914

Attest:

Recorded Dec 28 1914

Da Eulreman Registry of Deeds

John W. Lawrence