

Mortgage Record No. 52.

This Indenture, Made this 14th day of April in the year of our Lord 1914, between Romie Deay and Nellie Deay, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Mrs. Lela Dyer of the second part:

Two 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 part of of the second part her 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 (1/2) of the South East Quarter (SE 1/4) of Section Eighteen (18) in Township Fourteen (14) of Range Twenty one (21) County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Romie Deay and Nellie Deay do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) 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 Two Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Romie Deay and Nellie Deay to the said part of of the second part due in five years with 6% interest payable semi-annually

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 of of the second part her 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 of making such sale, on demand, to said Romie Deay, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of of the first part ha at hereunto set their hand(s) and seal(s) the day and year first above written.

Signed, Sealed and Delivered in presence of

Romie Deay (SEAL)
Nellie Deay (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of April A. D. 1914, before me, H. M. Clark a Notary Public in and for said County and State, came Romie Deay and Nellie Deay, 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 May 15th 1915 H. M. Clark Notary Public.

Filed for Record the 15 day of April A. D. 1914, at 9:15 o'clock a M.
Lloyd L. Lawrence Register of Deeds.
Deputy.

This mortgage is subject to the original instrument(s) filed for record in the office of the Register of Deeds, A. D. 1914, and the same day recorded and indexed.

Recorded Oct. 17, 1914
Exp. 17th April 1915
H. M. Clark