

Mortgage Record No. 52.

This Indenture, Made this ninth day of April in the year of our Lord Wintem hundred & sixteen, b'tween M. W. Metzker & Mary E. Metzker (his wife of Lawrence) in the County of Douglas and State of Kansas, of the first part, and J. H. Newlin 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 South west quarter (14) of Section Fifteen (15) Township Fourteen (14) Range Eighteen (18) less three (3) acres in the South east corner for church purposes

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said M. W. Metzker & Mary E. Metzker do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 and six coupons this day executed and delivered by the said M. W. Metzker & Mary E. Metzker to the said party of the second part his heirs or 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 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 M. W. Metzker heirs and assigns.

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

Signed, Sealed and Delivered in presence of M. W. Metzker (SEAL) Mary E. Metzker (SEAL)

STATE OF KANSAS }
County of Douglas } ss.
BE IT REMEMBERED, That on this 9th day of April A. D. 1907, before me, John M. Newlin a Notary Public in and for said County and State, came M. W. Metzker & Mary E. Metzker 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 April 11 1907 John M. Newlin Notary Public.
Filed for Record the 29th day of April A. D. 1907 at 11:42 o'clock A. M.
Royd L. Lawrence Register of Deeds.
Geo. G. Metzger Deputy.

Recorded Apr 30th 1916
Royd L. Lawrence
Geo. G. Metzger
Register of Deeds

This instrument is intended to be recorded as an original instrument and the same shall be recorded as such. As witness my hand and seal of office this 30th day of April, A. D. 1916.

Recorded Sept 6th 1916
Geo. G. Metzger
Deputy