

Mortgage Record No. 52.

This Indenture, Made this 24th day of April in the year of our Lord nineteen hundred and ~~and~~ fourteen (1914) between Clarence L. Potter & Hazel J. Potter, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Siblin Company, a Partnership, of Utica New York of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four Hundred Thirty ⁽³⁾ 17/100 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 y of the second part its ~~heirs~~ ^{successors} 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:

Lot numbered Seventy-three (73) on Ellisth Street, in Block Numbered Twenty-four (24), in that part of the City of Lawrence, known as West Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties 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 \$430.17 according to the terms of two certain notes this day executed and delivered by the said Clarence L. Potter & Hazel J. Potter, his wife to the said part y of the second part its ^{successors} ~~heirs~~ ^{assigns} One Note for \$230.17 due on or before three months after date; One note due six months after date. Interest at 6% from date

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 y of the second part its ^{successors} ~~heirs~~ ^{assigns} 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of Clarence L. Potter (SEAL) Hazel J. Potter (SEAL)

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED, That on this 30th day of April A. D. 1914, before me, the undersigned a Notary Public in and for said County and State, came Clarence L. Potter & Hazel J. Potter, 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 Jan 26 1917 Raymond F. Rice Notary Public. Filed for Record the 2nd day of May A. D. 1914, at 12 o'clock P. M. Floyd L. Lawrence Register of Deeds. Geo. L. Metz Deputy.

The following is an endorsement on the original instrument. The amount herein determined having been paid in full, this mortgage is hereby released and the lien thereby created discharged. Sept. 1914 A. D. 1914

Registered Sept 14 1914