

Mortgage Record No. 52.

This Indenture, Made this Seventh day of May in the year of our Lord nineteen hundred and fourteen, between E. M. Sellards and Minnie Sellards his wife Douglas of Lawrence in the County of C. C. Friend and State of Kansas, of the first part, and _____ of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to their 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 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:

Most one-half (1/2), Lot #4 & Most one-half (1/2) Lot #5, Block two (2), University Place, a addition to the city of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof E. M. Sellards is 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 except a certain mortgage on Lot #5 for \$250.00, Rec'd in Book 45, page 65 in office of Reg. Deeds Douglas Co., Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred (\$1500.00) 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 of of the second part payable 3 yrs after date with interest at the rate of 6 1/2 per cent per annum 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 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 of making such sale, on demand, to said E. M. Sellards his heirs and assigns. Insurance above mentioned to be paid by parties of the first part Cost of land to parties of the second part or his interest may appear

IN WITNESS WHEREOF, The said part is 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

E. M. Sellards (SEAL)
Minnie Sellards (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1914, before me, the undersigned a Notary Public in and for said County and State, came E. M. Sellards and Minnie Sellards 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 January 26th 1917. Raymond F. Rice Notary Public.

Filed for Record the 9th day of May A. D. 1914, at 4:55 o'clock P. M.
Royd L. Lawrence Register of Deeds.
Geo. C. Metz Deputy.

This mortgage is to be recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 17th day of May, A. D. 1914. Also thereby created discharged. As witness my hand this 17th day of May, A. D. 1914.

Recorded March 18th 1920
C. C. Friend
Register of Deeds

For Assignment See Book 57 Page 456
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