

Mortgage Record No. 52.

This Indenture, Made this Second day of December in the year of our Lord
 fifteen hundred and thirteen.

between N. H. Eastman of Lawrence in the County of
Verona M. Eastman, his wife and State of Kansas, of the first part, and
Douglas Mr. F. Sinclair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Thirty-eight (38) 75.00 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 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:

Lot No. One Hundred (100) Ninety, six (196) on Ohio Street, in the City
of Lawrence, subject however to a prior mortgage of even
date herewith, between the same parties, for the sum of \$775

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
N. H. Eastman & Verona M. Eastman
 do hereby covenant and agree that at the delivery hereof they are 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 as above
noted that they will warrant & defend the same in the quiet and peaceable possession
against all persons lawfully claiming same This Grant is intended as a Mortgage to secure the payment of the sum of
\$38.75

according to the terms of ten certain Commission Notes this day executed
 and delivered by the said parties of the first part to the said part of the second part
payable as follows: Three (\$3.00) Dollars on the second day of June (2) December in each
year until said sum of \$38.75 interest, shall be fully paid,
 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 there-
 of, 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 the second part his executors, adminis-
 trators 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 parties making such sale, on demand, to said
parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

N. H. Eastman (SEAL)

Verona M. Eastman (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 3d day of December A. D. 1913, before me,
the undersigned a Notary Public in and for said County and State, came
N. H. Eastman & Verona M. Eastman, his wife
 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 Mar 30th 1917

Joseph E. Riggs Notary Public.

Filed for Record the 12th day of May A. D. 1914, at 10 1/2 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Mett Deputy.

For Release per Book 57 Page 398
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