

Mortgage Record No. 52.

This Indenture, Made this Fourteenth day of May in the year of our Lord nineteen hundred and fourteen, between Charles C. Shimmons and Anna Shimmons his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John Gardner of the same place of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five Hundred 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 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:

Lots Nos. One Hundred and Thirty-three (133) and One hundred and thirty five (135) and One hundred and thirty seven (137) all on Mississippi Street in the City of Lawrence according to the plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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.

Insurance of Eight hundred dollars (at least) to be maintained on the premises

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain note and coupons this day executed and delivered by the said parties of the first part to the said part y of the second part due and payable on or before three years after 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, 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 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 ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of Charles C. Shimmons (SEAL)
James Delmar Anna Shimmons (SEAL)
(SEAL) (SEAL)

STATE OF KANSAS, Arizona, } ss.
Cochise County, }

BE IT REMEMBERED, That on this 14th day of May A. D. 1914, before me, John Delmar a Notary Public in and for said County and State, came Charles C. Shimmons and Anna Shimmons, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(LS)

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 2d, 1917 John Delmar Notary Public.

Filed for Record the 18th day of May A. D. 1914, at 11.10 o'clock A. M.
Floyd Lawrence Register of Deeds.
Geo. B. Wetzl Deputy.

This instrument is returned on the original instrument. Therein herein described having been paid in full, this mortgage is hereby released and the sum hereby created discharged. As witness my hand this 14th day of May A. D. 1914.

John Gardner

Recorded May 19th 1917

Capelle Notary

Register of Deeds.