

Mortgage Record No. 52.

This Indenture, Made this 28th day of April in the year of our Lord
nineteen hundred and fourteen, between.....

.....Harry Sutton, unmarried.....of Lawrence.....in the County of Douglas.....and State of Kansas, of the first part, and.....

Mary...T...Emery, Executrix & Trustee of the second part.

WITNESSETH, That the said party..... of the first part, in consideration of the sum of Forty three hundred..... DOLLARS, to him..... duly paid, the receipt of which is hereby acknowledged, has..... sold, and by these presents does grant, bargain, sell and mortgage to the said part. y..... of the second part her..... 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 southeast quarter of section twenty five (25) Township thirteen (13) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part. y.....of the first part therein. And the said **party of the first part**
does.....hereby covenant and agree that at the delivery hereof he 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.....

.....This Grant is intended as a Mortgage to secure the payment of the sum of
\$4300.00.....

according to the terms of one certain promissory note this day executed _____
and delivered by the said party of the first part to the said part. Y of the second part
payable on or before three years after date with interest at 6% 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 y..... of the second part..... her..... 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..... party of the first part..... heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

..Harry..Sutton.....(SEAL)✓

STATE OF KANSAS, }
Douglas County, } ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 1914, before me,
Gertrude Standing a Notary Public in and for said County and State, came
Harry Sutton (unmarried)

.....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 ^{set} ~~signed~~ ^{hand} and affixed my official seal on the day and year last above written.

My Commission Expires...July 5...1915...1...Gertrude Standing
Notary Public.

Filed for Record the 19th day of May A. D. 1914, at 11:10 o'clock A.M.

Floyd Lawrence Register of Deeds.
 Geo. C. Wetzel Deputy.

(The following is entered on the original instrument.)

The sum herein described having been paid in full, the mortgage is hereby released and the same thereby created discharged. As witness my hand this 30 day of March A. D. 1913.

Mary T. Emery, F. and F.

Recorded Mar 20 1915
Floyd L Lawrence
Register of Deeds.