

Mortgage Record No. 52.

This Indenture, Made this Sixth day of July in the year of our Lord 1914 between C. E. Collins, single of Douglas in the County of Douglas and State of Kansas, of the first part, and Mattie Collins of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Six thousand (\$6000.00) DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has he 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 North Eighty (80) feet of Park Lot number Twenty seven (27) and Twenty nine (29) Lawrence, Douglas County, Kansas, also beginning at a point 120 feet South of the North west corner of Park Lot 29 thence East 100 feet crossing Park Lot 29 and 27, thence South 40 feet on the east line of Park Lot 27, thence West 100 feet crossing Park Lot 27 and 29, thence North 40 feet to the beginning

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 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 mortgage of \$1500.00 to the Merchants Loan & Savings Bank on the North 80 feet of Park Lot Twenty nine (29). This Grant is intended as a Mortgage to secure the payment of the sum of \$6000.00

according to the terms of certain this day executed and delivered by the said C. E. Collins to the said party y of the second part Mattie Collins

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, of 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 surplus, if any, 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 has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of C. E. Collins (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 6th day of July A. D. 1914, before me, Myrtle Mcbournell a Notary Public in and for said County and State, came C. E. Collins, single 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 Jan 23 - 1915 Myrtle Mcbournell Notary Public.

Filed for Record the 6th day of July, A. D. 1914, at 220 o'clock P M. Dwight Lawrence Register of Deeds. Geo. B. Nitzel Deputy.

See Release See Book 54 - Page 598