

Mortgage Record No. 52.

This Indenture, Made this 30th day of October in the year of our Lord
Nineteen hundred & thirteen, between William E. Canavan and
Dora L. Canavan, (his wife) of Laurie in the County of
Douglas and State of Kansas, of the first part, and
Sheila Fischer of the same place of the second part:
WITNESSETH, That the said parties of the first part, in consideration of the sum of
One thousand six 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 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:

Lot number Twenty-two (22) & Twenty-four (24) Rhode Island
Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said William E and Dana L. Canavan do hereby covenant and agree that at the delivery hereof they are the lawful owner &c. 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 Sixteen Hundred Dollars

according to the terms of One certain note this day executed

and delivered by the said William E. ^{Co} Doran & Casanova to the said part 4 of the second part

and due in five years with interest at the rate of six per cent

per annum, without 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 4 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 4 making such sale, on demand, to said

William E. Casanova his heirs and assigns.

IN WITNESS WHEREOF, The said party in of the first part has here hereunto set their hand s and seal of the day and year first above written.

Signed, Sealed and Delivered in presence of

William E. Canavan (SEAL)

Dora L. Canavan (SEAL)

.....(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30th day of October A. D. 1913, before me,
L. H. Meyer a Notary Public in and for said County and State, came
William E. Benson ^(H) and L. Benson
(H) to me personally known to be the same
EBB 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 Sept. 16 1916 L. H. Menger Notary Public.

Filed for Record the 9th day of July, A. D. 1914, at 9¹⁶ o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Wetzel Deputy.