

Mortgage Record No. 52.

This Indenture, Made this Tenth day of August in the year of our Lord nineteen hundred and fourteen, between S. D. Wiley and Anna L. Wiley (his wife) of Lawrence in the County of

Douglas

and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part ed of the first part, in consideration of the sum of

Six hundred and fifty

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 y 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 One hundred and Eleven (111) and One hundred and thirteen (113) on Locust Street in Block Two (2) North Lawrence, now a part of the City of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part ed of the first part therein. And the said S. D. Wiley and Anna L. Wiley do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Six hundred and fifty

according to the terms of an note and mortgage this day executed.

and delivered by the said S. D. Wiley and Anna L. Wiley to the said part y of the second part his heirs and assigns

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 S. D. Wiley, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

S. D. Wiley

(SEAL)

Anna L. Wiley

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 10 day of August A. D. 1914, before me,

John M. Newlin

a Notary Public in and for said County and State, came

S. D. Wiley and Anna L. Wiley

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

March 10 1914

John M. Newlin

Notary Public.

Filed for Record the

11 day of Aug.

A. D. 1914 at 10 o'clock A M.

Flora L. Lawrence Register of Deeds.

Deputy.

Recorded August 15 1914
Lester P. Probst, Recorder
Register of Deeds
E. B. Smith, Deputy
M. C. Newlin
Attorney
---H. G. G. G.

(S)

Original is retained on the original instrument

Abel 7th 19

RECORDED