

## Mortgage Record No. 52.

This Indenture, Made this 12<sup>th</sup> day of August in the year of our Lord one thousand nine hundred and fourteen (1914), between Monty Seifert and Christina Seifert his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. Boehm of Rushville, Illinois of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Six Hundred (\$600.00) 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 us 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 Number Eighty (80) New Jersey Street, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part us 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred dollars according to the terms of one certain note this day executed Parties of the first part and delivered by the said Parties of the first part to the said part us of the second part

said note due two years from date hereof, at five per cent per annum

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 us 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 us making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Monty Seifert (SEAL)

Christina Seifert (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That this 12<sup>th</sup> day of August A. D. 1914, before me,

R. M. McConnell a Notary Public in and for said County and State, came

Monty Seifert and Christina Seifert, his wife

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 June 16 1918

R. M. McConnell

Notary Public.

Filed for Record the 19 day of Aug

A. D. 1914 at 5<sup>00</sup> o'clock P M.

Glenn L. Lawrence Register of Deeds.

Deputy.

This Indenture is subject to the original instrument in the office of the Register of Deeds, Lawrence, Kansas, and the same is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

July 3, 1918  
Estate of Seifert

For assignment see Book 57 Page 129