

## Mortgage Record No. 52.

This Indenture, Made this Sixth day of August in the year of our Lord  
Twentieth Hundred & fourteen, between Fred Barrell & Ruth A. Barrell, his wife  
Douglas and State of Kansas, of the first part, and R. M. McClure of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of  
Four 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 of 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 Twenty (20) in Block number Twenty-four (24), in  
Simclair's Addition to the City of Lawrence

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<sup>s</sup> 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  
\$450.00  
 according to the terms of one certain promissory Note this day executed  
 and delivered by the said Fred Barrell & Ruth A. Barrell, his wife to the said part of of the second part

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 there-  
 of, 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 of of the second part his executors, adminis-  
 trators 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 of 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 hand and seal the day and  
 year first above written.

Signed, Sealed and Delivered in presence of

Fred Barrell (SEAL)

Ruth A. Barrell (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of August A. D. 1914, before me,

B. V. Pardee a Notary Public in and for said County and State, came  
Fred Barrell and Ruth A. Barrell

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

May 2 1917

B. V. Pardee

Notary Public.

Filed for Record the

12th

day of

Sept

A. D. 1914, at 11:00 o'clock A. M.

Floyd Lawrence Register of Deeds.

Geo. C. Nitzel Deputy.

This Indenture is acknowledged as the original instrument to be duly returned and the same hereby created discharged. As witness my hand this 13th day of August, A. D. 1914.

March 11, 1912  
 Estate of Volker  
 R. M. McClure

Recorded Jan 18 1917  
 Estate of Volker  
 The foregoing is returned as the original instrument  
 The record hereto described having been paid in full, this certificate is hereby released and the same hereby created discharged. As witness my hand this 13th day of August, A. D. 1914.