

## Mortgage Record No. 52.

This Indenture, Made this 12<sup>th</sup> day of September in the year of our Lord  
Nineteen Hundred & Fourteen, between J. W. Krum and  
Ellen Krum, his wife of Lawrence in the County of  
Douglas and State of Kansas of the first part, and  
Charles Ellwell & Park Hefel of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of  
Three thousand (\$3000.00) 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 parties of the second part their heirs and assigns, forever, all that tract or parcel of land situated in  
 the County of Douglas, gn.: State of Kansas, described as follows, to wit:

Lots numbers Eighteen (18), Twenty (20), Twenty-two (22) on  
Pennsylvania 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  
\$ 3000.00  
 according to the terms of six certain notes this day executed  
 and delivered by the said parties of the first part herein to the said parties 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 us of the second part, their 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 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 hand and seal the day and  
 year first above written.

Signed, Sealed and Delivered in presence of

J. W. Krum (SEAL)  
Ellen Krum (SEAL)  
 (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 12<sup>th</sup> day of September A. D. 1914, before me,  
Myrtle McConnell a Notary Public in and for said County and State, came

LB

J. W. Krum & Ellen Krum, 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 Jan 23 - 1915 Myrtle McConnell Notary Public.

Filed for Record the 12<sup>th</sup> day of Sept. A. D. 1914, at 3:30 o'clock P. M.

Ray L. Lawrence Register of Deeds  
Geo. B. Nitzel Deputy.

(For assignment see Book 51, Page 513)  
 Recorded Jan 28 1922  
 (Exhibit 1)  
 Lawrence & Park Hefel, Mortgagors  
 Charles Ellwell & Park Hefel, Mortgagees  
 Pay to the order of Mrs. C. H.

(The County of Douglas, Kansas, is hereby released and the

parties of the first part are hereby released and the mortgage is hereby discharged. At witness my hand this 12<sup>th</sup> day of September, A. D. 1914.

Myrtle McConnell Notary Public

Witness to Charles Ellwell & Park Hefel, Mortgagees

Recorded Oct 1 1914