

Mortgage Record No. 52.

On 15th day of September 1914, the following instrument was filed for record in the office of the Register of Deeds, Douglas County, Kansas, to wit: *Merchants Loan & Savings Bank by M. Newman Pres*

Recorded Oct 6th 1914
 Lloyd L. Lawrence
 Register of Deeds
 Geo. C. Hefel, Deputy

This Indenture, Made this 15th day of September in the year of our Lord Nineteen hundred & fourteen, between Joseph C. Walter and Susanna Walter, his wife of Desmott in the County of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank, a corporation of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixteen 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 part y of the second part its successors 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: The North East one fourth (1/4) of Section Eight (8) Township twelve (12) South of Range Eighteen (18) East of the Sixth (6) P.M.

with all the appurtenances, and all the estate, title and interest of the said part is 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 \$1600.00 according to the terms of one certain Note this day executed by the said parties of the first part to the said part y of the second part, payable in five years from date with interest at seven 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 y of the second part, its successors 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

Joseph C. Walter (SEAL)
Susanna Walter (SEAL)

STATE OF KANSAS }
Douglas County } ss.
 BE IT REMEMBERED, That on this 15th day of September A. D. 1914, before me, N. F. March a Notary Public in and for said County and State, came Joseph C. Walter and Susanna Walter, 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 July 24th 1917 N. F. March Notary Public.

Filed for Record the 16th day of Sept. A. D. 1914, at 9:40 o'clock A.M.
Lloyd L. Lawrence Register of Deeds.
Geo. C. Hefel Deputy.