

## Mortgage Record No. 52.

This Indenture, Made this 25<sup>th</sup> day of September in the year of our Lord  
Nineteen Hundred & fourteen, between E. A. Howell, (a single man)  
Douglas, of Lawrence in the County of

..... of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
MERCHANTS' LOAN & SAVINGS BANK of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Three thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part to 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 three (3) Block number Seventeen (17) on Indiana  
St. West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefensible 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.

according to the terms of One certain Note this day executed  
and delivered by the said party of the first part to the said part y. of the second part  
payable two years after date with interest at 6% 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 party of the second part, its successors ~~heirs 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 party of the first part ~~making such sale~~, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in presence of G. A. Kasold (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of September, A. D. 1914, before me,  
W. F. March a Notary Public in and for said County and State, came

L. A. E. P. Kasold 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 24 1917 H. J. March  
Notary Public.

Filed for Record the 26th day of Sept. A. D. 1914, at 9:15 o'clock A. M.  
Wm. L. Lawrence Register of Deeds.  
Geo. B. Matzel Deputy.