

Mortgage Record No. 52.

This Indenture, Made this 16th day of September in the year of our Lord nineteen hundred and fourteen, between Margaret A. Fishback, a widow, of the City of Lawrence and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Four hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said part y 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 six (6), in Block number six (6) South Lawrence, a part of the City of Lawrence, in said County and State

The mortgagor agrees to keep the buildings on the premises insured against fire, lightning & windstorm to the extent of their insurable value in a company or companies approved of by this mortgage with mortgage clause making her payable to said mortgage, or her assigns, as interest may appear & failing to do so holder of mortgage may like same insured at his cost & so going added to the mortgage to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part doth hereby covenant and agree that at the delivery hereof she is 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 Four hundred Dollars 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 five years after date with interest thereon according to the terms of said note & coupons thereto attached

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 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 y making such sale, on demand, to said party of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

Margaret A. Fishback

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of Sept. A. D. 1914, before me,

Jennie Watt

Margaret A. Fishback, a widow

Notary Public in and for said County and State, came

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 30th 1914

Jennie Watt

Notary Public.

Filed for Record the 28th day of Sept.

A. D. 1914, at 11:51 o'clock A. M.

Roy L. Lawrence Register of Deeds.

Geo. B. Wotzel Deputy.

The following is endorsed on the original instrument

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this

13th day of October A. D. 1924

Attest:

Jennie Watt

Recorded Nov. 13 " 1914

Paul C. Bellman

Register of Deeds