

Mortgage Record No. 52.

This Indenture, Made this Fifth day of October in the year of our Lord Nineteen hundred and fourteen, between M. B. W. Chandler & Alice S. Chandler, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three 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 party 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: Beginning at a point in the West boundary line of fractional lot No. 39 on Delaware Street in the City of Lawrence and 74 feet South of the North-west corner of fractional Lot No. 37, said Street; thence South on West line of said Lot No. 39 & 41 Delaware Street 40 feet; thence East and parallel with the North line of said Lot No. 37, 117 feet; thence North 40 feet; thence West parallel with said North line 117 feet to the place of beginning, being parts of fractional Lots Nos. 39 & 41 on said Delaware Street in the original Townsite of Lawrence and part of Lot No. 1 in Section 31, Towne ship 12, Range 20, all in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee or his assigns as interest may appear and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Three hundred Dollars according to the terms of One certain note dated 20th January 1912 and delivered by the said parties of the first part to the said party of the second part payable three years after date with interest thereon according to the terms of said note and 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 party 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 party of the second part, making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in presence of M. B. W. Chandler (SEAL) Alice S. Chandler (SEAL) Jennie Watt (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on the 5th day of October A. D. 1914, before me, Jennie Watt a Notary Public in and for said County and State, came M. B. W. Chandler & Alice S. Chandler, 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 30th Nov 1916 Jennie Watt Notary Public.

Filed for Record the 5th day of Oct. A. D. 1914, at 4:49 o'clock P. M. D. L. Lawrence Register of Deeds. G. C. Neff Deputy.

(This following is adjoined on its original instrument)
 This mortgage being described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 10th day of October, 1914.
Hugh Blair
Dec 9th
D. L. Lawrence
G. C. Neff