

## Mortgage Record No. 52.

This Indenture, Made this Twelfth day of October in the year of our Lord Thirteen hundred and fourteen, between J. S. Woodruff, a single man, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Florence L. Hutson of the second part: WITNESSETH, That the said party of the first part, in consideration of the sum of Five hundred dollars (\$500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents he grant, bargain, sell and mortgage to the said party of the second part her 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 No. 188 on Tennessee Street in the City of 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 he is the lawful owner of the premises, above granted, 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 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 Five hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party 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 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 her 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 surplus, if any there be, shall be paid by the party of the second part her making such sale, on demand, to said party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. S. Woodruff (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 13th day of October A. D. 1914, before me, Katherine Standing a Notary Public in and for said County and State, came

J. S.

J. S. Woodruff (single) 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 5 1915 Katherine Standing Notary Public.

Filed for Record the 14th day of Oct. A. D. 1914, at 10<sup>40</sup> o'clock A. M.

Ray L. Lawrence Register of Deeds.

Geo. S. Nohel Deputy.

The following is recorded on the original instrument:

The same herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. A witness my hand this 28th day of Sept. A. D. 1917.

George L. Hutson

Recorded Sept 28 1917

Castle Holmes

Register of Deeds