

Mortgage Record No. 52.

This Indenture, Made this 23rd day of October in the year of our Lord 1914, between L. M. Gibb, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Merchants Bank Savings Bank, Lawrence, Kansas, a corporation of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixty five 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 their residents 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 South one half (1/2) of Lot forty five (45) on Massachusetts Street, in the City of Lawrence

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 Sixty five hundred according to the terms of two certain notes this day executed and delivered by the said parties of the first part to the said part y 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 part y of the second part, their 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 part y making such sale, on demand, to said parties of the first part, their 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

J. Gordon Gibb

John L. Gibb

L. M. Gibb

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1914, before me,

N. F. March Notary Public in and for said County and State, came

John L. Gibb and L. M. Gibb

to me personally known to be the same

person s 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 N. F. March Notary Public.

Filed for Record the 26th day of Oct. A. D. 1914, at 9:30 o'clock A. M.

Roy L. Lawrence Register of Deeds.

Geo. B. Metzel Deputy.

This instrument is returned on the original instrument.

The note herein described having been paid in full, this mortgage is hereby canceled.

L. M. Gibb, his wife, and John L. Gibb, Notary Public, Lawrence, Kansas, A. D. 1914.

L. M. Gibb, his wife, and John L. Gibb, Notary Public, Lawrence, Kansas, A. D. 1914.

L. M. Gibb, his wife, and John L. Gibb, Notary Public, Lawrence, Kansas, A. D. 1914.

L. M. Gibb, his wife, and John L. Gibb, Notary Public, Lawrence, Kansas, A. D. 1914.

Recorded Nov. 24 1916

John L. Lawrence

Geo. B. Metzel

For assignment per Book 54, Page 1005

41/46