

Mortgage Record No. 52.

This Indenture, Made this 19th day of October in the year of our Lord Nineteen hundred and fourteen, between J. Arthur Harris and Emma Lay Harris, his wife of the City of New York of Cold Spring Harbor the County of Suffolk and State of New York, of the first part, and

J. D. Harris and Ella E. Harris of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen 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 parties of the second part their 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:

The East half (1/2) of the North-east quarter (1/4) of Section number Fifteen (15) in Township number Twelve (12) of Range number Nineteen (19), in Douglas county, Kansas, less A.T.S. & P.R. right of way

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 Fifteen hundred Dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said parties of the second part payable five years after date with interest thereon at 6% per annum payable annually.

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 parties 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 overplus, if any there be, shall be paid by the parties 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 the day and year first above written.

Signed, Sealed and Delivered in presence of

Chas. H. Walters

J. Arthur Harris (SEAL)

Emma Lay Harris (SEAL)

(SEAL)

STATE OF KANSAS, New York ss.
Nasoon County

BE IT REMEMBERED, That on this 2 day of November A. D. 1914, before me,

Chas. H. Walters a Notary Public in and for said County and State, came

J. Arthur Harris and Emma Lay Harris 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires

March 31 1916

Chas. H. Walters

Notary Public.

Filed for Record the

6th day of Nov

A. D. 1914, at 4:15 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Metzger Deputy.

Recorded April 5 1914
 Emma Lay Harris & J. Arthur Harris
 J. D. Harris & Ella E. Harris
 Notary Public