

Mortgage Record No. 52.

This Indenture, Made this fourth day of November (in the year of our Lord Nineteen hundred and fourteen), between John Lester Rake and Margaret Rake, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and John D. Price of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven 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 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:

One (1) acre in the West half (1/2) of North-east 1/4 of section thirty one (31) in Township Twelve (12) South of Range Eighteen (18) East of Sixth Principal Meridian Kansas described as beginning down (72) rods (36) feet East of the North West corner of said North-east quarter 1/4 of section thirty one (31) thence South system (16) rods, thence East Ten (10) rods, thence North system (16) rods, thence West Ten (10) rods to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 Seven hundred Dollars according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part to the said part y of the second part 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, 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 John D. Price, his agent or his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John Lester Rake (SEAL)
Margaret Rake (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of November A. D. 1914, before me, A. E. Wilson a Notary Public in and for said County and State, came John Lester Rake and Margaret Rake, 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 Jan. 18 1917 A. E. Wilson Notary Public.

Filed for Record the 7th day of Nov. A. D. 1914 at 9:05 o'clock A.M.

Thos. L. Lawrence Register of Deeds.
Geo. C. Neigel Deputy.

See Release in Book of Page 601

Seal Shows
Douglas Co.