

Mortgage Record No. 52.

This instrument is subject to the original instrument...
 Recorded Apr. 3rd 1914
 Estate of Arthur...
 Mortgage for Book 54 Page 122

This Indenture, Made this 15th day of December in the year of our Lord Nineteen hundred & fourteen, between Angie V. Foster, a single woman

Douglas and State of Kansas, of the first part, and Charles A. Johnson of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Five thousand (\$5000.00) Dollars to her duly paid, the receipt of which is hereby acknowledged, ha... sold, and by these presents does 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:

On the undivided one half interest in and to the north one half (1/2) of Lot number twenty-five (25) & the north one half (1/2) of Lot number twenty-seven (27) on Massachusetts Street, in the City of Lawrence, County of Douglas & State of Kansas,

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 do ed hereby covenant and agree that at the delivery hereof she 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 thousand (\$5000.00) Dollars according to the terms of One certain promissory note this day executed and delivered by the said party of the first part Charles A. Johnson 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 his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, of 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 making such sale, on demand, to said Angie V. Foster, a single woman, her heirs and assigns.

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

Signed, Sealed and Delivered in presence of Angie V. Foster (SEAL)
Geo. Lewis (SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1914, before me, Bertha Zimmerman a Notary Public in and for said County and State, came Angie V. Foster, a single woman 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 December 29th 1915 Bertha L. Zimmerman Notary Public.

Filed for Record the 17th day of Dec, A. D. 1914, at 10:15 o'clock A.M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Wetzel Deputy.