

Mortgage Record No. 52.

This Indenture, Made this 1st day of December in the year of our Lord Nineteen hundred & fourteen, between John S. St. Clair & Matie Morgan St. Clair, his wife of Douglas and State of Kansas, of the first part, and L. M. St. Clair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven hundred one & 3/100 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:

Lot Number Twenty-four (24) on Ohio Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said John S. St. Clair & Matie Morgan St. Clair his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 one & 3/100 Dollars according to the terms of one certain Note this day executed and delivered by the said John S. St. Clair & Matie Morgan St. Clair to the said part y of the second part payable in two years from date, with interest at the rate of seven (7%) per cent payable semi-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 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said John S. St. Clair & Matie Morgan St. Clair heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John S. St. Clair (SEAL)  
Matie Morgan St. Clair (SEAL)

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 30th day of December A. D. 1914, before me, Henry H. Asher a Notary Public in and for said County and State, came John S. St. Clair & Matie Morgan St. Clair, his wife 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 April 2 1915 Henry H. Asher Notary Public.

Filed for Record the 30th day of Dec A. D. 1914, at 4:15 o'clock P.M.  
Doy L. Lawrence Register of Deeds.  
Geo. E. Hetzel Deputy.

This mortgage is intended to secure the payment of the sum of Seven hundred one & 3/100 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: Lot Number Twenty-four (24) on Ohio Street in the City of Lawrence, with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said John S. St. Clair & Matie Morgan St. Clair his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Recorded Sept 8th 1916  
Doy L. Lawrence  
Geo. E. Hetzel