

Mortgage Record No. 52.

This Indenture, Made this Ninth day of January in the year of our Lord
1915 between David W. Studabaker & Martha E. Studabaker wife of David W. Studabaker
Douglas and State of Kansas, of the first part, and Sarah E. McConaty of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four 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 party her 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:
East half (1/2) of North West quarter (1/4) Section seventeen (17) Township
fourteen (14) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
David W. Studabaker & Martha E. Studabaker
 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 indefensible 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
Four hundred dollars
 according to the terms of one certain note this day executed
 and delivered by the said David W. Studabaker & Martha E. Studabaker to the said party her of the second part
her heirs and assigns

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 there-
 of, 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 her of the second part, her executors, adminis-
 trators 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 party her making such sale, on demand, to said
David W. Studabaker, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

David W. Studabaker (SEAL)

Martha E. Studabaker (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9th day of January A. D. 1915, before me,
John M. Newlin a Notary Public in and for said County and State, came
David W. Studabaker & Martha E. Studabaker
 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 March 10 1915

John M. Newlin

Notary Public.

Filed for Record the 9th day of Jan, A. D. 1915, at 1:55 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Geo. B. Metzel Deputy.