

Mortgage Record No. 52.

This Indenture, Made this 10th day of January in the year of our Lord 1915, between Edward S. Harvey & Maude Harvey, his wife & F.D.G. Harvey, a widower of Lawrence in the County of Douglas and State of Kansas, of the first part, and C.H. Tucker of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of six thousand 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 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 No. One hundred and Fifty-six (156) on Connecticut Street City of Lawrence, Kansas; Also begin at the center of Wakarusa Creek forty-three rods east of the west line of the southwest quarter of Section Sixteen (16) Township Thirteen (13), Range Twenty (20) south for a point eighty rods south of the north line of the northwest quarter of Section Twenty-one (21), Township Thirteen (13), Range Twenty (20) east to the east line of said Northwest quarter of Section Twenty-one (21) north to the center of said Wakarusa Creek westerly along the center of said Creek to the place of beginning; Also an undivided one-half interest in the northwest quarter of Section Thirty-three (33), Township Thirteen (13), Range Twenty (20) less five acres; all in Douglas County, Kansas

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 except a mortgage for \$4000.00 to Hilda E. Mitchell dated Jan. 10, 1913 due in five years on the above described land in the Northwest quarter of Section 21, Southwest quarter of Section 16, Township 13, Range 20. This Grant is intended as a Mortgage to secure the payment of the sum of \$6000.00

according to the terms of one certain note this day executed and delivered by the said parties of the first part 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, 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 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 on the day and year first above written.

Signed, Sealed and Delivered in presence of

Edward S. Harvey (SEAL)
Maude Harvey (SEAL)
F.D.G. Harvey (SEAL)

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 30th day of January A. D. 1915, before me, Bertha L. Zimmerman a Notary Public in and for said County and State, came Edward S. Harvey & Maude Harvey, his wife, & F.D.G. Harvey, a widower 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 29, 1915 Bertha L. Zimmerman Notary Public.

Filed for Record the 30th day of January A. D. 1915, at 3 41 o'clock P.M.
Ray L. Lawrence Register of Deeds.
Geo. C. Wigel Deputy.

(The following is endorsed on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 10th day of January, A. D. 1915.
C.H. Tucker

Recorded May 8th 1915
Ray L. Lawrence
Geo. C. Wigel