

Mortgage Record No. 52.

This Indenture, Made this 11th day of February in the year of our Lord one thousand and fifteen, between Lee Gary, a single man of the City of Douglas of Douglas and State of Kansas, of the first part, and Ralph Bergman of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Twelve Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha. he sold, and by these presents do he grant, bargain, sell and mortgage to the said part 2 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 numbers Five (5) and Six (6) in Block number one (1) of Cramer's Subdivision of Block number Fifteen (15), Babcock's Enlarged Addition to the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he 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 Twelve Hundred Dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part 2 of the second part Payable three years after date with interest thereon according to the terms of said note and Coupon thereto attached 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 2 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 2 making such sale, on demand, to said Party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part ha. he hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Lee Gary (SEAL)
Hugh R Blair (SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of Feb. A. D. 1915, before me, Hugh Blair a Notary Public in and for said County and State, came Lee Gary, a single man 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 28th Dec 1917 Hugh Blair Notary Public.

Filed for Record the 13th day of Feb A. D. 1915, at 8²⁵ o'clock a. M.
Clays L Lawrence Register of Deeds.
Deputy.

For assignment per Book 54, Page 227
Recorded Feb 24 1915
Carl M. Vardlaw
Register of Deeds

This Indenture is subject to the official "Mortgage" of the State of Kansas, which is hereby released and is hereby created and discharged. As witness my hand this 22nd day of February, A. D. 1915.