

Mortgage Record No. 52.

This Indenture, Made this 13th day of February in the year of our Lord nineteen hundred and fifteen, between Charles E. Barley and Amelia Barley, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, of Lawrence, Kansas 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 part y of the second part its successors 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:
Lots 144 and 146 on the north side of Elm Street in Black, in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties 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 Four hundred Dollars according to the terms of 16 certain notes this day executed and delivered by the said Charles E. Barley and Amelia Barley to the said part y of the second part The Lawrence National Bank, said notes being for 25⁰⁰ each

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 its successors 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 y making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Charles E. Barley (SEAL)

Amelia Barley (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of February A. D. 1915, before me, Geo. H. Kuhne a Notary Public in and for said County and State, came Charles E. Barley and Amelia Barley, his wife 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

Jan 25 1918

Geo. H. Kuhne

Notary Public.

Filed for Record the

15 day of

Feb

A. D. 1915, at 10⁰⁰ o'clock a M.

Hoyd L. Lawrence Register of Deeds.

Deputy.

This instrument is entered on the official instrument book of the County of Douglas, Kansas, at the office of the Register of Deeds, on the 13th day of February, A. D. 1915.

By 23 of March, 1915

(Comp. Seal)

Recorded Feb 24 1915

Filed for Record