

Mortgage Record No. 52.

This Indenture, Made this 17th day of February in the year of our Lord
Wmten hundred of from between Mattie D. Howard and Paul S. Howard,
his wife, of the Township of Wakarusa in the County of
Douglas and State of Kansas, of the first part, and
Herbert H. Evans of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fourteen 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 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:

The West half (1/2) of the South-east quarter (1/4) of Section Twenty-five
(25) in Township Twelve (12) of Range Eighteen (18) in said County
of State, less one acre in the South-west corner thereof.

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 save and except a
Mortgage for \$1600 dated 14th Aug. 1912

This Grant is intended as a Mortgage to secure the payment of the sum of
Fourteen hundred Dollars 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
payable five years after date with interest thereon according to the terms of said
Note and coupons 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 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 of the second part his 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 surplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to said
parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hugh Blair

Mattie D. Howard (SEAL)

Paul S. Howard (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of Feb. A. D. 1915, before me,

Hugh Blair

a Notary Public in and for said County and State, came

Mattie D. Howard and Paul S. Howard

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 28th Decr 1917

Hugh Blair

Notary Public.

Filed for Record the 2nd day of March

A. D. 1915, at 8:05 o'clock P.M.

Ray L. Lawrence Register of Deeds.

Geo. C. Noyes Deputy.

This instrument is returned on the original instrument. The new version, although it may be a duplicate, shall not be recorded. No other copy shall be recorded. Also within any legal limit, it may be recorded in the State.

Recorded Sept 13 1915
 Register of Deeds,
 Douglas County, Kan.
 James H. Blair, Reg.