

Mortgage Record No. 52.

This Indenture, Made this 20th day of March in the year of our Lord 1915, between Oliver M. Walling and Helen A. Walling his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Six hundred and fifty, to them duly paid, the receipt of which is hereby acknowledged, he 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 number One hundred & eighty-nine (189) on Tennessee Street, in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgage clause making loan payable to said mortgage, or his assigns, as interest may appear, failing to do so holder of mortgage may have same insured at the cost of so doing added to the mortgage 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred & fifty 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 two years after date with interest thereon according to the terms of said note as contained therein

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 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 seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jimmie Watt

Oliver M. Walling

Helen A. Walling

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 20th day of March A. D. 1915, before me, Jimmie Watt a Notary Public in and for said County and State, came Oliver M. Walling and Helen A. Walling 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 30th March 1916

Jimmie Watt

Notary Public.

Filed for Record the 22nd day of March A. D. 1915, at 8:30 o'clock A. M.

Floyd Lawrence  
Geo. B. Nitzel

Register of Deeds.  
Deputy.

The index herein is entered on the original instrument. Item Search fee paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 22nd day of March A. D. 1915.

Hugh Blair

Jimmie Watt

Recorded March 23rd 1915  
Edith D. Walling

Register of Deeds.