

## Mortgage Record No. 52.

This Indenture, Made this *Twenty-fifth* day of *March* in the year of our Lord  
*Nineteen hundred & fifteen*, between *James A. Wallace & Ida Wallace,*  
*his wife* of *Lawrence* in the County of  
*Douglas* and State of Kansas, of the first part, and

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One hundred & Twenty-eight (\$128.) DOLLARS,

to, them.....duly paid, the receipt of which is hereby acknowledged, has of.....sold, and by these presents do.....grant, bargain, sell and mortgage to the said party of the second part her.....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:

Lots Nos. One hundred <sup>th</sup> Sixteen (116), One hundred <sup>th</sup> eighteen (118) <sup>and</sup>  
One hundred <sup>th</sup> twenty (120), all in Block No. Thirty-four (34) in that  
part of the City of Lawrence known <sup>as</sup> West Lawrence.

Subject to a mortgage of \$325, dated May 16th, 1906, and recorded in Book "43" of Mortgages, at page 201, of the records of Douglas County, Kansas.

with all the appurtenances, and all the estate title and interest of the said part is of the first part therein. And the said

James. A. Wallace & Ada Wallace  
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 as above noted  
that they will warrant and defend the same in the most peaceable possession of said  
and part, her heirs and assigns forever as against all persons lawfully claiming the same. This Grant is intended as a mortgage to secure the payment of the sum of  
\$128.

according to the terms of one certain Mortgage Note this day executed

and delivered by the said parties of the first part to the said part 4 of the second part due in 5 years from date, with interest from date as evidenced thereby

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 4 of the second part, her 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 4 making such sale, on demand, to said parties of the first part, then heirs and assigns.

IN WITNESS WHEREOF, The said party *is* of the first part has *here* hereunto set *their* hand *and* seal *and* the day and year first above written.

Signed, Sealed and Delivered in presence of

Signed, Sealed and Delivered in presence of  
 J. A. Wallace \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF KANSAS,

STATE OF KANSAS,  
Douglas County } SS.

BE IT REMEMBERED, That on this 25 day of March A. D. 19/15, before me,

The undersigned James A. Wallace & Ida Wallace a Notary Public in and for said County and State, came to me personally known to be the same

..... 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 23 1916.....E. M. Mander.....  
Notary Public.

Filed for Record the 25<sup>th</sup> day of March A. D. 1915, at 4:15 o'clock P. M.

Floyd L. Lawrence ..... Register of Deeds.  
Geo. C. Nitzel ..... Deputy.