

## Mortgage Record No. 52.

This Indenture, Made this 1st day of September in the year of our Lord Nineteen hundred and thirteen (1913), between Emma E. Plank and M. S. Plank, husband and wife of Douglas and State of Kansas, of the first part, and Marshall A. Barber of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine hundred and no/100 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:

Lot No. One (1), Block No. Thirteen (13) Lane's Second Addition to the City of Lawrence, in the County of Douglas, State of Kansas

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 Nine hundred (\$900.00) 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

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 hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Emma E. Plank (SEAL)

M. S. Plank (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1915, before me, Frank H. Roberts a Notary Public in and for said County and State, came Emma E. Plank and M. S. Plank, husband and 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 July 21 1915 Frank H. Roberts Notary Public.

Filed for Record the 31st day of March A. D. 1915, at 225 o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. C. Wetzel Deputy.