

## Mortgage Record No. 52.

This Indenture, Made this first day of March in the year of our Lord Nineteen hundred and fifteen, between Frank Fishburn <sup>hus</sup> Christina Fishburn, his wife Douglas of Lane Star in the County of Douglas and State of Kansas, of the first part, and W. S. Ward of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six thousand & 00/100 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 their 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 Northeast quarter (1/4) of Section Nine (9), Township Fourteen (14), Range Eighteen (18), East of the sixth P.M.

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

\$6,000.00

according to the terms of one certain promissory note this day executed.

and delivered by the said parties of the first part (not stamped 123) to the said party of the second part for \$6,000.00 dated March first, 1915 and due in five years from date at 6% interest,

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

Signed, Sealed and Delivered in presence of

Frank Fishburn (SEAL)

Christina Fishburn (SEAL)

STATE OF KANSAS,  
Osage County } ss.

BE IT REMEMBERED, That on this 27th day of March A. D. 1915, before me,

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

Fishburn, his wife Frank Fishburn Christina

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 June 23rd 1915

J. A. Kesler Notary Public.

Filed for Record the 12th day of April A. D. 1915, at 9:50 o'clock A.M.

Flora Lawrence Register of Deeds.  
Geo. C. Matzel Deputy.

The following is endorsed on the original instrument:  
This mortgage hereby acknowledged and in full, this mortgage is hereby released and the  
the same may be released and discharged. As witness my hand this 27th day of March, A. D. 1915.  
W. S. Ward

Recorded March 1, 1915

Excellence Notary Public