

## Mortgage Record No. 52.

This Indenture, Made this 9th day of April in the year of our Lord  
Thirteen hundred and fifteen (1915), between William A. Malborn and Ida M. Malborn, husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Emma E. Plank or assigns of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three hundred thirty-five \$335.00 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 part y 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:

The East half of the North East Quarter of Section Thirty (30) in Township No. Thirteen (13), South of Range No. Twenty (20), East of the 6th P.M. (Less one acre school lot in the Southeast corner of Douglas County, 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  
\$335.00  
according to the terms of one certain note this day executed  
and delivered by the said parties of the first part to the said part 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 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 part y of the second part, her 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 overplus, if any there be, shall be paid by the part y 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, & seal, & the day and  
year first above written.

Signed, Sealed and Delivered in presence of

William A. Malborn (SEAL)

Ida M. Malborn (SEAL)

(SEAL)

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of April A. D. 1915, before me,  
W. G. Plank a Notary Public in and for said County and State, came  
William A. Malborn and Ida M. Malborn, 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

December 11, 1915

W. G. Plank

Notary Public.

Filed for Record the

19th day of April

A. D. 1915, at 3:00 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. B. Neff Deputy.

This Indenture is entered on the official statement of the parties herein described having been paid in full this 2nd day of April, A. D. 1916. As witness my hand this 2nd day of April, A. D. 1916.

Emma E. Plank

Recorded - Nov. 2nd, 1916

Floyd L. Lawrence

Geo. B. Neff

1915

This Indenture is entered on the official statement of the parties herein described having been paid in full this 2nd day of April, A. D. 1916.

Recorded - Nov. 2nd, 1916