

Mortgage Record No. 52.

**This Indenture,**

Made this 3rd day of May in the year of our Lord  
1915, between Thurston Wiley and Lennie Wiley,  
life of \_\_\_\_\_ in the County of  
and State of Kansas, of the first part, and Kansas  
J. P. Byrd of the second part.

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Two DOLLARS.

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

lots 1<sup>st</sup> 2, 43, 44, 45, 46, 47<sup>th</sup> 48 in Walnut Park Addition to North  
Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Theodore Wiley and Lennie Wiley does hereby covenant and agree that at the delivery hereof he is 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 a certain  
loan given to the Farmers' Loan & Trust Co., for one thousand dollars  
dated February 18, 1915 This Grant is intended as a Mortgage to secure the payment of the sum of  
one hundred and fifty dollars

according to the terms of One certain promissory note this day executed  
and delivered by the said Theodore Wiley and Lemmie Wiley to the said part y 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 part \_\_\_\_\_ of the second part, \_\_\_\_\_ 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 \_\_\_\_\_ making such sale, on demand, to said \_\_\_\_\_

heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Theodore Wiley (SEAL)  
Lennie Wiley (SEAL)

STATE OF KANSAS,

STATE OF KANSAS,  
Douglas County } ss.

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

Theodore Wiley and Lennie Wiley, 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 19 1918 Box, L. Creek  
Notary Public.

Filed for Record the 8th day of May A. D. 1915, at 202 o'clock P.M.

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

There is no change in the original instrument.

The note thereto described having been paid in full, this mortgage is hereby released and the same thereby created discharged and annulled. Witness my hand this 28th day of February, A. D. 1917.

Recorded Feb 20<sup>th</sup> 1912 x  
Estelle Thompson

of the Argument See Book 57, Page 199