

## Mortgage Record No. 52.

This Indenture, Made this 29th day of April in the year of our Lord  
Nineteen hundred & fifteen, between  
Simon H. Barker (a widower) of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Anna G. M. Menger of the same place of the second part:  
 WITNESSETH, That the said party of the first part, in consideration of the sum of  
One hundred & seventy one DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:  
Lot number Seventy seven (77) New Jersey Street in the City of  
Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Simon H. Barker  
 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 indefensible 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  
One hundred & seventy one Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Simon H. Barker to the said party of the second part  
and due in one year

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 party 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 party making such sale, on demand, to said  
Simon H. Barker, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Edith Richardson  
L. H. Menger

Simon H. Barker (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of April A. D. 1915, before me,  
L. H. Menger a Notary Public in and for said County and State, came

Simon H. Barker (a widower) 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

Sept. 16 1916

L. H. Menger

Notary Public.

Filed for Record the

21st day of

May

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

Floyd L. Lawrence Register of Deeds.

Geo. L. Mangel Deputy.