

Mortgage Record No. 52.

This Indenture, Made this 27th day of May in the year of our Lord Nineteen Hundred and fifty, between H. S. Jenkins and Frances Jenkins his wife of Douglas in the County of Kansas and State of Kansas, of the first part, and Bank of Richland, Private Bank, Albert Reese, Owner of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One thousand no p 11 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha — sold, and by these presents do — grant, bargain, sell and mortgage to the said part y 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: The Southwest Quarter (1/4) of Section Thirteen (13) Township Fourteen (14) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said H. S. Jenkins and Frances Jenkins, his wife 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. excepting a mortgage of \$1900.00 as recored in Book 52 Page 348 on July 9th, 1914

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand two dollars according to the terms of one certain note this day executed and delivered by the said H. S. Jenkins and Frances Jenkins, his wife 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 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 ies of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of H. S. Jenkins (SEAL) Frances Jenkins (SEAL) — (SEAL)

STATE OF KANSAS, Shawnee County } ss.

BE IT REMEMBERED, That on this 27 day of May A. D. 1915, before me, Wallace Tibbitts a Notary Public in and for said County and State, came H. S. Jenkins and Frances Jenkins, his wife to me personally known to be the same person — who executed the foregoing instrument and duly acknowledged the execution of the same.

LTB

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 Jan - 14 1917 Wallace Tibbitts Notary Public.

Filed for Record the 28th day of May A. D. 1915, at 945 o'clock A.M. Thos L. Lawrence Register of Deeds. Geo. C. Wotz Deputy.

This mortgage is enforced on the original instrument.

The note herein referred to and upon which this mortgage is hereby released and in accordance with the provisions of the Act of March 12, 1909, A. D. 1909, is on file in the office of the Register of Deeds of Shawnee County, Kansas.

Attest: Bank of Richland - Private Bank Albert Reese, owner

Recorded Dec. 12 1912

Eli E. Connelley Register of Deeds