

## Mortgage Record No. 52.

## This Indenture,

Made this first day of June in the year of our Lord  
Thirteen hundred and fifteen, between William S. Price and Nellie F. Price,  
husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
C. E. Friend of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Fifteen hundred (\$1500.00) 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 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:

Lot Three (3), Block Ten (10), University Place addition to the City of  
Lawrence, 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 owners 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  
Mortgage for \$500.00 due June 1st, 1920, and payable to C. E. Friend

\$1500.00. This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of One certain promissory Note this day executed  
 and delivered by the said parties of the first part 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 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, his 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  
parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and  
 year first above written.

Signed, Sealed and Delivered in presence of

William S. Price (SEAL)

Nellie F. Price (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of June A. D. 1915, before me,

C. E. Stewart a Notary Public in and for said County and State, came

William S. Price and Nellie F. Price 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 7-5-1917 C. E. Stewart Notary Public.

Filed for Record the 1st day of June A. D. 1915, at 9:32 o'clock A. M.

Roy L. Lawrence Register of Deeds.

C. E. Nibbel Deputy.

This instrument is returned on this subject instrument and the  
 mortgagee herein described having been paid in full, this mortgage is hereby  
 cancelled and discharged. At witness my hand this 1st day of June, A. D. 1915.  
C. E. Stewart  
 Notary Public  
 State of Kansas  
Sept 19 1915  
Estelle J. Williams

For Assignment see Book 57 Page 124