

Mortgage Record No. 52.

This Indenture, Made this Twenty day of March in the year of our Lord
Nineteen Hundred and fifteen, between Charley M. Duncan Jr. & Rosa
Duncan his wife of Big Spring in the County of
Douglas and State of Kansas, of the first part, and
George W. Duncan of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of
Three hundred and forty five 345.00 DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell
 and mortgage to the said party 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:

N.W. 1/4 of S.E. 1/4 of Section (36 thirty six) Township Eleven (11) Range
Seventeen (17) Containing Forty 40 Acres.

This mortgage is give for five years from date and can be
payed by first party if desired at any time after date

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Charley M. Duncan Jr. & Rosa Duncan 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 except one Mortgage
of Four hundred and fifty Dollars held by the Meriam Mortgage Co. of Topeka, Kans.

This Grant is intended as a Mortgage to secure the payment of the sum of
Three hundred and forty five Dollars
 according to the terms of a certain promissory Note this day executed
 and delivered by the said Charley M. Duncan Jr. & Rosa Duncan his wife to the said party of the second part
George W. Duncan

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 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 party of the first part making such sale, on demand, to said
Charley M. Duncan his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands and seal the day and
 year first above written.

Signed, Sealed and Delivered in presence of

Charley M. Duncan Jr. (SEAL)

Rosa Duncan (SEAL)

(SEAL)

STATE OF KANSAS,

County } ss.

BE IT REMEMBERED, That on this 20 day of March A. D. 1915, before me,

Charley M. Duncan Jr. & Rosa Duncan his wife
 a Notary Public in and for said County and State, came

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 Jan 18 1917.

A. E. Wilson

Notary Public.

Filed for Record the 8th day of June

A. D. 1915 at 9:15 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Geo. L. Metzger Deputy.

East Cherokee Co. Book 65 Page 70

Seal Shows
Douglas County

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created is discharged.
 Recorded October 9, 1915 - 1927
 Controller's Office - 10