

Mortgage Record No. 52.

This Indenture, Made this Seventeenth day of June in the year of our Lord Nineteen hundred and fifteen, between Henry L. Wince and Lotta A. Wince, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and John H. Kelsey of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three thousand one hundred fifty eight & 10/100 DOLLARS, to thems 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 number (8) Eight in Block number (16) Lane Place Addition, to the city of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Henry L. Wince and Lotta A. Wince, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Three thousand one hundred fifty eight & 10/100 according to the terms of One certain note this day executed and delivered by the said Henry L. Wince and Lotta A. Wince, his wife 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 y of the second part his 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Henry L. Wince (SEAL)
Lotta A. Wince (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17 day of June A. D. 1915, before me, John H. Clark a Notary Public in and for said County and State, came Henry L. Wince and Lotta A. Wince, his wife to me personally known to be the same person s 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 8th 1917. John H. Clark Notary Public.

Filed for Record the 17th day of June A. D. 1915, at 405 o'clock P. M.
Floyd Lawrence Register of Deeds.
Geo. C. Metzel Deputy.