

Mortgage Record No. 52.

This Indenture, Made this 22nd day of June in the year of our Lord 1915, between Jonathan Scheer, a single man, of Kansas in the County of Douglas and State of Kansas, of the first part, and Hedley S. Kerner of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Three hundred 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:

An undivided three-fifths (3/5) interest, share or part in Lots numbers Sixteen (16), Seventeen (17) and Eighteen (18), all in Addition number Five (5) in that part of the city of Lawrence, formerly known as North Lawrence, said County of State, said Lots being on the north side of Lake Street.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do 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 indefeasible 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 hundred Dollars according to the terms of One certain Note this day executed and delivered by the said party of the first part to the said party of the second part payable twelve months after date with interest at the rate of 6% semi-annually from date until due 10% after maturity until paid.

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 party 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 party making such sale, on demand, to said party of the first part, 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 Jonathan Scheer (SEAL) Jennie Watt (SEAL) (SEAL)

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this 29th day of June A. D. 1915, before me, Jennie Watt a Notary Public in and for said County and State, came Jonathan Scheer, a single man 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 30th month 1916 Jennie Watt Notary Public.

Filed for Record the 2nd day of July A. D. 1915, at 9:15 o'clock A. M. Thorpe L. Lawrence Register of Deeds. G. B. Mager Deputy.

This instrument is recorded on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 29th day of June A. D. 1915.
Hedley S. Kerner
Thorpe L. Lawrence
G. B. Mager
 Recorded March 30 1916