

Mortgage Record No. 52.

This Indenture, Made this 24th day of June in the year of our Lord 1915, between David E. Houston, a single man of Baldwin City in the County of Douglas and State of Kansas, of the first part, and Anna E. Amsden, a widow of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Three hundred and fifty (350) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do ~~sell~~ grant, bargain, sell and mortgage to the said party of the second part her 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 West forty (40) feet of Lot Twenty-one (21) of the East Five (5) feet of Lot Ninety-three (93), Jersey Street, Baldwin City; and Lots Sixty-eight (68), Seventy (70), Seventy-two (72), Seventy-four (74), Seventy-six (76), Seventy-eight (78), Eighty (80) on Indiana Street; and Lots Sixty-eight (68), Seventy (70), Seventy-two (72), Seventy-four (74), Seventy-six (76), Seventy-eight (78) on Jersey St., Baldwin.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said David E. Houston does 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 indefensible estate of inheritance therein, free and clear of all incumbrances.

except first mortgage of One thousand eight hundred dollars This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty Dollars according to the terms of a certain Note this day executed and delivered by the said David E. Houston to the said party of the second part, Anna E. Amsden, her heirs and assigns

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, or her 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 David E. Houston, or 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 David E. Houston (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of June A. D. 1915, before me, J. B. Ross a Notary Public in and for said County and State, came David E. Houston, single

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 March 28th 1917 J. B. Ross Notary Public.

Filed for Record the 9th day of July A. D. 1915 at 11¹⁰ o'clock A. M.

Ray L. Lawrence Register of Deeds.
Geo. E. Wright Deputy.

This mortgage is subject to the original mortgage of the same date, and the same is hereby released and the same is hereby released and the same is hereby released.

Mortgage of David E. Houston

Attest: Anna E. Amsden, Widow

Recorded Oct 18 1915

Estelle Northrup

Recorder of Deeds, Douglas County, Kansas

In consideration of full payment of the within mortgage I hereby release the same this

ATTEST: