

## Mortgage Record No. 52.

This Indenture, Made this 15th day of February in the year of our Lord Nineteen hundred and fifteen, between G. W. Silvers (as) Army Silvers, of Lawrence in the County of Douglas and State of Kansas, of the first part, and

of the second part:  
**WITNESSETH**, That the said parties of the first part, in consideration of the sum of Two Hundred 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 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:  
Lots Eleven (11) & Twelve (12) in Sinclairs Subdivision, City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part 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 owner S 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 Two Hundred Dollars according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said part 2 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 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

STATE OF KANSAS,  
Douglas County } ss

BE IT REMEMBERED, That on this 18 day of February, A. D. 1915, before me, F. E. Whipple, a Notary Public in and for said County and State, came G. M. Silvers and Anna Silvers, his wife, 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 Jan 27 1919 F. B. Whipple Notary Public

Filed for Record the 16th day of July A. D. 1915 at 10<sup>30</sup> o'clock A.M.  
Wm. L. Lawrence Register of Deeds  
Geo. B. Whitte Deputy

The note herein described having been paid in full, this receipt is hereby released and is thereby granted discharged. As witness my hand this 26 day of August, D. 1912.

Recorded - August 30<sup>th</sup> 1896

Floyd Lawrence

Geo. b. Metzger Esq.

For Assignment see Book 54, Page 364