

Mortgage Record No. 52.

This Indenture, Made this twenty-second day of July, in the year of our Lord Mineteen hundred and fifteen (1915), between Fred O. Richardson, a single man of Douglas in the County of Douglas and State of Kansas, of the first part, and Frank C. Banks of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One thousand and no/100 (\$1000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents does 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:

The North East Quarter (1/4) of Section One (1), Township Thirteen (13), Range Eighteen (18) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Fred O. Richardson 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 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 One thousand Dollars according to the terms of one certain note this day executed and delivered by the said Fred O. Richardson to the said party 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 Fred O. Richardson, 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

Fred O. Richardson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That on this 22nd day of July, A. D. 1915, before me, Anna H. Martindale a Notary Public in and for said County and State, came

Fred O. Richardson, 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 Aug 9 1918 Anna H. Martindale Notary Public.

Filed for Record the 22nd day of July, A. D. 1915, at 9:50 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

E. C. Metzel Deputy.

This Indenture was recorded on the 22nd day of July, 1915, at 9:50 o'clock A. M. in the office of the Register of Deeds of Douglas County, Kansas, and the same was indexed in the index of Mortgages.

Recorded Jan 23 1916
E. C. Metzel
Reg. of Deeds

For Assignment See Book 57 Page 49