

Mortgage Record No. 52.

This Indenture, Made this 28th day of July in the year of our Lord
United, Enacted & fifteen, between J. M. McAuliff and
Esther McAuliff, his wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
The Merchants Loan & Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two hundred and no/100 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, its successors 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 No. Ten (10), of Omaha's Subdivision of the East one-half of
Block No. Forty-seven (47), in that part of the City of Lawrence known
as West Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 and no/100
 according to the terms of one certain Mortgage Note this day executed
 and delivered by the said parties of the first part 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 there-
 of, 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, its successors executors, adminis-
 trators 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, the day and
 year first above written.

Signed, Sealed and Delivered in presence of
Edw. McKee

J. M. McAuliff (SEAL)

Esther McAuliff (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 28th day of July A. D. 1915, before me,
Edw. McKee a Notary Public in and for said County and State, came
J. M. McAuliff Esther McAuliff, 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 Dec 16 1918

Edw. McKee

Notary Public.

Filed for Record the

29th day of

July

A. D. 1915, at 9:44 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Geo. B. Notet Deputy.

The following is endorsed on the original instrument:
 The rate herein described having been paid in full, this instrument is hereby released and
 the same hereby discharged. As witness my hand this 28th day of July, 1915.

Recorded Dec 28th 1916

Floyd L. Lawrence
 Geo. B. Notet
 Register of Deeds.

Mortgage Loan & Savings Bank
 J. C. Whipple, Cashier

C. B. McAuliff

The rate herein described is a single loan, and the same is hereby released and discharged.

Recorded Feb 4 1918