

Mortgage Record No. 52.

This Indenture, Made this 5th day of August in the year of our Lord Nineteen Hundred and fifteen, Between Ella Howell White and E. A. White her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and J. J. Meade of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand DOLLARS, to them 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:

The South half of Southeast Quarter of Section Ten, Township 13 Range 14.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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 excepting mortgage for \$2000.00 to Fidelity Trust Co.

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 first parties to the said party of the second part J. J. Meade

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 of the second part, first party making such sale, on demand, to said first party heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Ella Howell White (SEAL)
E. A. White (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 1915, before me, Geo. W. Kuhne Notary Public in and for said County and State, came Ella Howell White and E. A. White her husband 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 25 1918. Geo. W. Kuhne Notary Public.

Filed for Record the 6th day of Aug A. D. 1915 at 9²⁰ o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Mettel Deputy.

See Release in Book 57 Page 35