

## Mortgage Record No. 52.

## This Indenture,

Made this 11<sup>th</sup> day of August in the year of our Lord

Nineteen hundred and fifteen, between Margaret Duffe, widow of Lewis Duffe deceased, a single man, of the County of Douglas and State of Kansas, of the first part, and The Merchants Bank & Savings Bank of Lawrence, Kansas of the second part:

Seven hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he of sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors 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:

Beginning at the N.W. corner of the NW 1/4 of section (18) Eighteen, Township (13) thirteen, Range (19) nineteen, thence running South 160 rods, thence East 45 rods, thence North 16 rods, thence West 16 rods back to place of beginning, containing 45 acres, less 3 1/4 acres, beginning in N.E. corner of the NW 1/4 of section 18, Township 13, Range 19, thence South 1 chain 75 links, thence South 77° 20' N. 11 chains, 62 links, thence North 4 chains, 29 links to the N.W. corner of said section 18, thence East 11 chains, 25 links to the place of beginning

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 Seven hundred and no/100 successors according to the terms of one certain Coupon note this day executed and delivered by the said Parties of the first part to the said party of the second part its assigns or successors

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, its successors 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 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

L. W. McKeenMargaret DuffeLloyd Duffe

## STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 11<sup>th</sup> day of August A. D. 1915, before me,

N. F. Much Notary Public in and for said County and State, came Margaret Duffe a widow & Lloyd Duffe, 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

July 24 1917N. F. Much

Notary Public.

Filed for Record the

12<sup>th</sup> day of AugustA. D. 1915, at 9:10 o'clock A. M.Floyd L. Lawrence

Register of Deeds.

Geo. L. Metzel

Deputy.

Witness my hand and the seal of said County and State, this 11<sup>th</sup> day of August, A. D. 1915.  
L. W. McKeen  
Clerk of Douglas County

Recorded Aug 30<sup>th</sup> 1915  
C. Little  
Clerk of Douglas County