

## Mortgage Record No. 52.

This Indenture, Made this 9th day of August in the year of our Lord nineteen hundred & fifteen between O. D. Thomas and Sarah E. Thomas, his wife of Douglas in the County of Bank of Lawrence, Kansas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Six hundred 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 part two 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:

South 60 acres of the South east 1/4 Section 6  
Township 13 Range 19

with all the appurtenances, and all the estate, title and interest of the said part two 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<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, excepting \$1700.00  
being balance on \$2000.00 Mtg to Merchants Loan & Savings Bank  
Lawrence, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of

Six hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said first parties to the said part two of the second part  
The Lawrence National Bank

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 part two 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 part two making such sale, on demand, to said

first parties heirs and assigns.  
IN WITNESS WHEREOF, The said part two of the first part has hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and Delivered in presence of

O. D. Thomas (SEAL)

S. E. Thomas (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of August A. D. 1915, before me,

Geo. H. Kuhne Notary Public in and for said County and State, came

O. D. Thomas and S. E. Thomas, his

wife to me personally known to be the same

person<sup>s</sup> 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. H. Kuhne

Notary Public.

Filed for Record the 17 day of August A. D. 1915, at 1<sup>35</sup> o'clock P. M.

Thos. L. Lawrence Register of Deeds.

Deputy.

This Indenture is subject to the provisions of the Act of the Legislature of Kansas, passed March 22, 1915, relating to the recording of mortgages.

Recorded July 11th 1915

Tested & sworn to before me

Register of Deeds

The Lawrence National Bank

By Geo. H. Kuhne, Notary