

Mortgage Record No. 52.

This Indenture, Made this fourth day of August in the year of our Lord Nineteen hundred and fifteen, between T. R. Kellogg (sumamed) of Douglas and State of Kansas, of the first part, and M. E. Newlin of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Beginning at the South West corner of the North East Quarter (4) of Section No. Three (3) in Township No. Twelve (12) Range No. Eighteen (18), Thence North along the West line of said Quarter Ten Hundred Thirty (1030) Feet, Thence East One Thousand Nineteen (1019) feet, to the center of Whitfield Street; thence South along the center line of Whitfield Street Six Hundred and Fifty-six (656) feet, Thence West Two Hundred and Seventy-nine (279) feet, Thence South Two Hundred and Seventy (270) feet, Thence East Two Hundred and Seventy-nine (279) feet, Thence South the center line of Whitfield Street, Thence South one Hundred and Twenty-six (126) feet along the center line of Whitfield Street to a stone in the South line of said North East Quarter (4) of Section No. Three (3), Thence West along said South line of said North East Quarter (4) of Section No. Three (3) One thousand fifty-five (1055) feet to the place of beginning in the vacated portion of the town of Leocompton.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said T. R. Kellogg does hereby covenant and agree that at the delivery hereof he being 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 with coupons this day executed and delivered by the said T. R. Kellogg to the said party of the second part his heirs or assigns

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 T. R. Kellogg 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 T. R. Kellogg (SEAL) (SEAL) (SEAL)

STATE OF KANSAS }
Douglas County ss.

BE IT REMEMBERED, That on this 21 day of August A. D. 1915 before me, John M. Newlin a Notary Public in and for said County and State, came

T. R. Kellogg 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 March 10 1919 John M. Newlin Notary Public.

Filed for Record the 21st day of Aug A. D. 1915 at 9:41 o'clock A.M.
Royd L. Lawrence Register of Deeds.
Geo. C. Weger Deputy.

Recorded Nov 13 1915
Esther Dorschner Register of Deeds.
Anna E. Linn Deputy.

This mortgage is intended to be a mortgage and not a sale. It is not to be construed as a sale of the property described herein. It is to be construed as a mortgage and not a sale.