

Mortgage Record No. 52.

This Indenture, Made this 21st day of August in the year of our Lord Nineteen hundred and fifteen, between Le. H. Ziesenis & Emma F. Ziesenis, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Merchant Loan & Savings Bank of the City of Lawrence, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Sixtyten hundred and fifty 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 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 North Ten (10) feet of Lot Twenty-three & all of Lot Twenty-four (24) in Block Five (5) Lane First Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Le. H. Ziesenis & Emma F. Ziesenis 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 \$1750.00 Dollars according to the terms of a certain Note this day executed and delivered by the said Le. H. Ziesenis & Emma F. Ziesenis to the said party of the second part due on or before five years after date with 6% interest per annum with monthly payments of twenty-five dollars each

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, their 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 Le. H. Ziesenis heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Le. H. Ziesenis (SEAL)

Emma F. Ziesenis (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County } ss.

BE IT REMEMBERED, That on this 30 day of August A. D. 1915, before me, Thomas Harley Notary Public in and for said County and State, came Le. H. Ziesenis & Emma F. Ziesenis, 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 Sept. 19 1918 Thomas Harley Notary Public.

Filed for Record the 2nd day of Sept. A. D. 1915, at 4 31 o'clock P.M.

Floyd L. Lawrence Register of Deeds.
Geo. C. Netzel Deputy.

Recorded Sept 3rd 1915
Floyd L. Lawrence Register of Deeds
Geo. C. Netzel Deputy

This mortgage is intended to secure the payment of the sum of \$1750.00 Dollars, and the interest thereon, as provided in the note attached hereto. As witness my hand and seal this 30th day of August, A. D. 1915.