

## Mortgage Record No. 52.

This Indenture, Made this 21<sup>st</sup> day of August in the year of our Lord Nineteen Hundred Fifteen, between Early Frank Huddleston and Lena M. Huddleston of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank of the City of Lawrence of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirteen hundred and Eighty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has or 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:

Lot Number One (1) in Block Number Four (4) in Lane Place, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Early Frank Huddleston and Lena M. Huddleston do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$ 1385.00 Dollars according to the terms of a certain Note this day executed and delivered by the said Early Frank Huddleston and Lena M. Huddleston to the said part is 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 its 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 parties making such sale, on demand, to said Early Frank Huddleston heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Early Frank Huddleston (SEAL)  
Lena M. Huddleston (SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of August A. D. 1915, before me, Thomas Harley Notary Public in and for said County and State, came Early Frank Huddleston and Lena M. Huddleston, his wife to me personally known to be the same person s 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<sup>th</sup> 1918 Thomas Harley Notary Public.

Filed for Record the 2<sup>nd</sup> day of Sept. A. D. 1915, at 4<sup>33</sup> o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. E. Hefel Deputy.

The mortgage herein described is hereby released and the same thereby created discharged. As witness my hand this 21<sup>st</sup> day of August, A. D. 1915.

Recorded Nov. 29 1915  
 Estlin Nebraska  
 Register of Deeds  
 Lawrence, Kan.

The mortgage herein described is hereby released and the same thereby created discharged. As witness my hand this 21<sup>st</sup> day of August, A. D. 1915.  
 Merchants Loan & Savings Bank  
 By J. C. Whipple, Cashier