

Mortgage Record No. 52.

This Indenture, Made this 21st day of August in the year of our Lord Nineteen hundred and fifteen, between Ella Read and Lathrop B. Read, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchant Loan & Savings Bank, Lawrence, Kansas. of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nineteen hundred and sixty-five 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 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: That part of Reserve Number Three (3) in the City of Lawrence, commencing at a point where the West line of Tennessee Street intersects the North line of Penn Street; Thence East with said North line one hundred and fifty feet (150); Thence North thirty degrees (30) East to the South line of Right of Way of the Kansas City, Topeka and Western Railroad Company; Thence South easterly to the center line of Main track of said Railroad Company (the same being the South line of said Right of Way of said Railroad Company) to the West line of Tennessee Street; Thence South to 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 Ella Read and Lathrop B. Read 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 \$1965.00 Dollars according to the terms of a certain note this day executed and delivered by the said Ella Read and Lathrop B. Read to the said party of the second part

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 Ella Read heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Ella Read (SEAL)
Lathrop B. Read (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 30th day of Aug A. D. 1915, before me, Thomas Harley a Notary Public in and for said County and State, came Ella Read and Lathrop B. Read, her husband 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 September 19th 1918 Thomas Harley Notary Public.

Filed for Record the 2nd day of Sept A. D. 1915, at 4³⁵ o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Nottel Deputy.

Recorded Jan 27th 1922

Carroll Posthays
Register of Deeds

Wherein the husband is indebted to the mortgagee, the wife is bound to pay the same, and the property is subject to the mortgage.

Messrs. Law & Savings Bank
City of Lawrence, Kansas