

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM, Garrette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Third day of January in the year of our Lord one thousand and Eleven, between Charles W. Harris and Minnie D. Harris his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven hundred 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 part 2d 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:

Lot number One hundred and twenty-seven (127) on New Jersey street in the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 Seven hundred Dollars according to the terms of the certain Note this day executed and delivered by the said Parties of the first part to the said part 2d of the second part Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached

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 2d 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 part 2d making such sale, on demand, to said Parties of the first part - their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Jennie Watt

Charles W. Harris [SEAL]

Minnie D. Harris [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of Jan. A. D. 1911, before me,

Jennie Watt a Notary Public in and for said County and State, came

Charles W. Harris and Minnie D. Harris, 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 30 " 1913

Jennie Watt Notary Public.

Filed for Record the 10 day of Jan. A. D. 1911, at 55 o'clock P. M.

Hynd L. Lawrence Register of Deeds.

Deputy.

This mortgage is intended to secure the payment of the sum of \$700.00 to the said parties of the first part, and it is hereby acknowledged that the said parties of the first part are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Attest: Hynd L. Lawrence Register of Deeds.

Recorded July 5th 1912
Blood & Lawrence
WM. M. Connell, Deputy

This mortgage is intended to secure the payment of the sum of \$700.00 to the said parties of the first part, and it is hereby acknowledged that the said parties of the first part are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Recorded June 2nd 1910
WM. M. Connell, Deputy