

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, 1122 1/2 Bank Bldg., St. Louis, Mo. Lawrence, Kan.

This Indenture, Made this 19th day of February in the year of our Lord nineteen hundred and eleven, between Theophil Humbert an unmarried man

of Douglas in the County of Douglas and State of Kansas, of the first part, and Frank S. Hamilton Esq Mary D Wright trustee for Margaret J Wright, under the will of Alfred Wright deceased of the second part:

Witnesseth, That the said part I of the first part, in consideration of the sum of

Two Thousand DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he do sell, and by these presents do grant, bargain, sell and mortgage to the said part II of the second part 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:

The North-East quarter of Section No Forty-two (42) in Township No Fourteen (14) South of Range No Twenty-one (21) East of the 6th P.M. Containing 160 acres

with all the appurtenances, and all the estate, title and interest of the said part I of the first part therein. And the said Theophil Humbert do hereby covenant and agree that

at the delivery hereof he is 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 and that he will warrant and defend the same in the quiet and peace of his person and second parties as signs having in view all persons lawfully claiming the same

This Grant is intended as a Mortgage to secure the payment of the sum of

Two Thousand (\$2000) Dollars

according to the terms of one certain mortgage this day executed

and delivered by the said party of the first part to the said part II of the second part due in five years from date with interest at 5% from date to maturity as evidenced by coupons attached thereto

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 II of the second part, 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 I making such sale, on demand, to said party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part I 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

Theophil Humbert [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of March A. D. 1911, before me,

C. M. Manter a Notary Public in and for said County and State, came

Theophil Humbert, an unmarried man

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 Jan 9 3 1912 C. M. Manter Notary Public.

Filed for Record the 4 day of March A. D. 1911, at 10<sup>30</sup> o'clock 9 M.

Floyd L Lawrence Register of Deeds.

Deputy.

I, Clifford J. Lawrence, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a instrument of foreclosure of the mortgage herein recorded was filed for said District Court on the 19th day of February A. D. 1911, and that the same is duly recorded in Journal of said County, and is payable to himself by hand of himself.  
Clifford J. Lawrence  
Clerk District Court.

ATTEST:  
Clifford J. Lawrence  
Register of Deeds.

For assignment see Book 51 Page 493.

This mortgage is intended as a mortgage to secure the payment of the sum of \$2000.00 as evidenced by coupons attached thereto. As witness my hand and seal this 19th day of February, A. D. 1911.

Received Dec 10 1911  
Floyd L Lawrence