

MORTGAGE RECORD No. 49.

991

MORTGAGE STANDARD FORM. OFFICE OF THE REGISTER OF DEEDS, KANSAS.

This Indenture, Made this Eleventh day of April in the year of our Lord nineteen
hundred & Eleven, between Robert Dunn and Amelia Dunn

Douglas and State of Kansas, of the first part, and Ida Higgins and Franklin Higgins of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Three 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 second of the second part their 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:

One Delaware Street, Lots numbered Eighty One (81) and Eighty three (83) City of Lawrence, and Lots Eighty one (81) and Eighty three (83) Delaware Street Earle Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Robert Dunn do hereby covenant and agree that at the delivery hereof they 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Robert Dunn and Amelia Dunn to the said part second of the second part Payable two years after date interest Six Per Cent Per Annum

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 second 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 part first making such sale, on demand, to said Robert Dunn, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Robert Dunn [SEAL] Amelia Dunn [SEAL]

STATE OF KANSAS, } ss.
Douglas County }
BE IT REMEMBERED, That on the 11 day of April A. D. 1911, before me, L. S. Steele a Notary Public in and for said County and State, came Robert Dunn and Amelia Dunn 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 June 20 1914 L. S. Steele Notary Public.

Filed for Record the 11 day of April A. D. 1911, at 8 o'clock P. M. Thos. L. Lawrence Register of Deeds. Deputy.

The following is referred to in the original instrument:
Terms herein described in full compliance is hereby acknowledged and the same are hereby created discharged. As witness my hand this 11th day of April A. D. 1911.
Ida Higgins
Franklin Higgins
Recorded Apr 15 1911
Thos. L. Lawrence
Register of Deeds
Thos. L. Lawrence
Deputy.