

# MORTGAGE RECORD No. 49.

1231

MORTGAGE STANDARD FORM. GARRETT CO. PUBLISHERS AND BUREAU BOOK EXCH. LAWRENCE, KAN.

This Indenture, Made this 22 day of May in the year of our Lord nineteen hundred

and eleven, between C. J. Rodda of Laurence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank of Laurence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of fourteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party 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:

Lot #12 Block #26 Sinclair Addition to the City of Laurence in the said County and State.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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.

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

\$ 1400.00

according to the terms of one certain note this day executed and delivered by the said party of the first part to the said party of the second part payable five years after date with interest at 6% 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 party of the second part, its successors, 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 party making such sale, on demand, to said party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

C. J. Rodda [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22d day of May A. D. 1911, before me, August L. Selig a Notary Public in and for said County and State, came

C. J. Rodda, unmarried 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 October 7 1912

August L. Selig Notary Public.

Filed for Record the 23rd day of May A. D. 1911, at 2:30 o'clock P. M.

Floyd L. Laurence Register of Deeds.  
R. M. McConnell Deputy.

One (or more) to be retained on the original instrument.  
 The note herein described being a loan, the full amount of which is hereby released and the  
 loan thereby created discharged. As witness my hand and seal this 22nd day of May, 1911, at Laurence,  
 Kansas, and the official seal of the Notary Public for Douglas County, Kansas.  
August L. Selig  
 Notary Public for Douglas County, Kansas.

Recorded Dec 8 to 1911  
 Floyd L. Laurence  
 Sec. of Deeds