

# MORTGAGE RECORD No. 49.

1251

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

This Indenture, Made this 1st day of May in the year of our Lord nineteen  
hundred Eleven, between A. F. Downey and Lurana Downey  
his wife of Baldwin in the County of  
Douglas and State of Kansas of the first part, and

Hubert Cole

of the second part:

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

Five hundred four 7/10 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 y 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:

Beginning at a point on the North line and ninety (90) feet east of the  
North West Corner of Lot No Thirty four (34) on North Street thence  
South Sixty two and one half feet (62 1/2) to the center of Lot Thirty six (36) thence  
East Fifty five feet (55) to the East line of said Lot thence North Sixty  
two and one half (62 1/2) feet to the North line of said Lot No  
Thirty four (34) thence West fifty five (55) feet to place of  
beginning, all in Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
A. F. Downey and Lurana Downey 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 except a first Mortgage of One Thousand  
dollars in favor of Jas. O. Harson, which Mortgage the parties of the first  
part agree and assume to pay This Grant is intended as a Mortgage to secure the payment of the sum of  
Five hundred four 7/10 dollars

according to the terms of One certain note this day executed  
and delivered by the said A. F. Downey and Lurana Downey to the said part y of the second part  
due on or before one year with interest at the rate of 6 %  
per annum from date

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 y 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 y making such sale, on demand, to said A. F. Downey, his  
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

A. F. Downey Jr. [SEAL]

Lurana Downey. [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

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



H. M. Clark  
A. F. Downey Jr. and Lurana Downey.

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 May 15 1911

H. M. Clark  
Notary Public.

Filed for Record the 26 day of May A. D. 1911, at 2 20 o'clock P. M.

Lloyd L. Lawrence Register of Deeds.  
Deputy.

For Release see Book 51 Page 321

For Assignment see Book 48 Page 412

For Assignment see Book 48 Page 412