

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 Douglas in the County of Douglas State of Kansas of the first part, and Hubert C. Cole of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred four 7/8 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 party 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 owners 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 J. W. Hannon, 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 7/8 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 party 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 party 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 party-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, Stated and Delivered in presence of A. F. Downey Jr. [SEAL] Lurana Downey. [SEAL]

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED That on this 1st day of May A. D. 1911, before me, W. M. Clark a Notary Public and for said County and State, came 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 W. 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 4 Page 112 For Assignment see Book 4 Page 115

in the County of... the second part:... DOLLARS... County of Douglas... Register... Geo. A. ... and agree that... indefeasible... of the sum of... of the second part... or any part thereof, and the whole amount... and assigns, at... such sales, and the... and year first above... [SEAL]... [SEAL]... [SEAL]... Notary Public... Register of Deeds... Deputy.