

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 22<sup>nd</sup> day of April in the year of our Lord nineteen hundred and eleven, between Maria Brown and James H. Brown her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Three hundred and fifty 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 2<sup>d</sup> 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:

Lots numbers two (2) & three (3) in the North East Central subdivision of Six (6) acres in the North West quarter (1/4) of the Southwest quarter (1/4) of Section 29, in Township 12, of Range 20, in that part of the City of Lawrence, formerly known as North Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Parties of the first part 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 and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part Payable two (2) or a half years after date with interest thereon according to terms of said note and coupons thereto attached

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said Parties of the first part their 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 Jessie Watt Maria Brown [SEAL] James H. Brown [SEAL]

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED, That on this 27<sup>th</sup> day of April A. D. 1911, before me, Jessie Watt a Notary Public in and for said County and State, came Maria Brown and James H. Brown her husband 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 30<sup>th</sup> Mch 1912 Jessie Watt Notary Public.

Filed for Record the 31 day of May A. D. 1911, at 9<sup>10</sup> o'clock 9 M. Floyd L Lawrence Registered Deed. Deputy.

This mortgage is subject to the original mortgage... The same herein described having been paid in full... At witness my hand this 22<sup>nd</sup> day of April, A. D. 1911. Hugh Blair Jessie Watt Carroll J. Watt REGISTER OF DEEDS

Recorded Aug 31<sup>st</sup> 1911

In consideration of full payment of the within mortgage I hereby release the same this 30<sup>th</sup> day of June 1911