

MORTGAGE RECORD No. 49.

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

This Indenture, Made this twenty first day of June in the year of our Lord nineteen  
hundred and eleven, between S. D. Wiley and Anna L. Wiley  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

W. J. Penclaw of same place of the second part:  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two 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 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:

Lot 2, Nos One Hundred and Eleven (111) and One Hundred and thirteen (113)  
on Locust Street in Block No Two (2) in North Lawrence,  
being the homestead of said parties of the first part who agree to  
maintain fire and tornado insurance on the buildings thereon  
during the existence of this loan for an amount of  
at least Three Hundred Dollars.

with all the appurtenances, and all the estate, title and interest of the said parties 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 and that they will warrant and defend the same  
in the quiet and peaceable possession of said second party his heirs  
and assigns against all lawful claimants. This Grant is intended as a Mortgage to secure the payment of the sum of  
Two hundred Dollars

according to the terms of one certain mortgage note this day executed

and delivered by the said parties of the first part to the said part y of the second part

due in two years from date with interest from date to maturity as  
evidenced by coupons attached thereto and interest after maturity or  
default at rate of 10 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 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 Parties of the first part  
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal of the day and year first above

written.

Signed, Sealed and Delivered in presence of  
S. D. Wiley [SEAL]  
Anna L. Wiley [SEAL]  
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED That on this 21st day of June A. D. 1911, before me,

C. G. Hawk a Notary Public in and for said County and State, came  
S. D. Wiley and Anna L. Wiley, 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 October 13 1912 C. G. Hawk Notary Public.

Filed for Record the 22 day of June A. D. 1911, at 10<sup>30</sup> o'clock A.M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

For Release See Book 51 - Page 482  
Dr. Carpenter's Real Estate & Probate - Page 131