

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers. Moberly and Halls Book Makers. Lawrence, Kan.

This Indenture, Made this 24th day of June in the year of our Lord nineteen  
hundred and eleven, between J. J. Eddy and Annie E. Eddy, his wife  
 of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
G. J. Sweeney of the second part:

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

The north ten (10) feet of lot numbered two (2), the north forty five  
(45) feet of lot numbered three (3), the south ten (10) feet of lot numbered  
nineteen (19), and the north forty five (45) feet of lot numbered eighteen  
(18), as shown in the Plot of University Heights filed July 1, 1907 in  
the office of Register of Deeds of Douglas County, Kansas.

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 excepting one certain mortgage of  
Six hundred dollars to the Friends University, dated June 1, 1911

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

\$600.00

according to the terms of One certain note this day executed  
 and delivered by the said parties of the first part to the said parties of the second part  
payable three years after date with interest at 6% per annum  
after 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 parties of the second part, heirs 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 parties of the second part, 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 the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

J. J. Eddy [SEAL]

Annie E. Eddy [SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of June A. D. 1911, before me,

S. A. Wood a Notary Public in and for said County and State, came

J. J. Eddy and Annie E. Eddy, 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 Apr. 10, 1913

S. A. Wood

Notary Public.

Filed for Record the 27 day of June A. D. 1911, at o'clock M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created extinguished. At witness my hand this 11th day of August, A. D. 1911.

G. J. Sweeney

S. A. Wood

Recorded Oct-15-1912  
S. Lloyd L. Lawrence

Register of Deeds

Recorded May 29 1912