

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 25th day of July in the year of our Lord nineteen  
hundred & Eleven (1911) between C. H. Jiresenis by Emma F. Jiresenis  
his wife of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Hundred and Seventy-five 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 of the second part its 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:

80. Forty feet (40) Lot Twenty Three (23) in Block  
Number Five (5) of Lane's First Addition to the City  
of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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 owner 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

\$275.

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 of the second part  
Payable five years after date with interest at 6% after  
date, semi-annually.

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 of the second part, its 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 making such sale, on demand, to said Parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 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

C. H. Jiresenis [SEAL]  
Emma F. Jiresenis [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of July A. D. 1911, before me,  
W. S. Plank a Notary Public in and for said County and State, came  
C. H. Jiresenis and Emma F. Jiresenis  
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 Dec 11 1911

W. S. Plank  
Notary Public.

Filed for Record the 25 day of July A. D. 1911, at 2 o'clock P.M.

Flayd L. Lawrence Register of Deeds.  
Deputy.

This document is subject to the provisions of the Act of March 2, 1909, relating to the recording of mortgages.

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Recorded Sept 2nd 1911

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