

MORTGAGE RECORD No. 49.

191

MORTGAGE STANDARD FORM. "Gazette Co., Printers, Molders and Binders 13008 Market, Lawrence, Kan."

Nineteen
the City
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
in the County of Douglas,

and the
Office (1913)
County and

said
covenant and agree that
a good and indefeasible

the payment of the sum of

part of the second part
Ling to

ment, or any part thereof,
te, and the whole amount
ministrators and assigns, at
of all the moneys arising
aking such sales, and the

day and year first above

[SEAL]
[SEAL]
[SEAL]

D. 1911, before me,
County and State, came

ally known to be the same
ame.
official seal on the day and

Notary Public.

R. M.

Register of Deeds.
Deputy.

This mortgage is not subject to the payment of interest.
 The sum herein described is to be paid in full with interest to the holder of the mortgage.
 As witness my hand this 18th day of August, A. D. 1911.
 H. H. Blair, Notary Public.
 Registered 1913
 Douglas County
 Philip Ernest
 11-11-1913
 11-11-1913

This Indenture, Made this 18th day of August in the year of our Lord Nineteen
hundred and eleven, between Philip Ernest
Douglas and State of Kansas, of the first part, and Lawrence in the County of
Bank, Lawrence, Kansas and Merchant Loan & Savings
of the second part:

Witnesseth, That the said part 4 of the first part, in consideration of the sum of
Three Thousand DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage
to the said part 4 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:

South one half (1/2) Lot number forty-nine (49) on Mass.
Street less south two (2) feet thereof, in City of Lawrence
Kansas

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said
Philip Ernest do se hereby covenant and agree that
at the delivery hereof he is 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
\$3000.00
according to the terms of One certain note this day executed
and delivered by the said Philip Ernest to the said part of the second part

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 4 of the second part, their 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 4 making such sale, on demand, to said Philip Ernest, his
heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above

Written.
Signed, Sealed and Delivered in presence of
Hugh Blair
Philip Ernest [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of August A. D. 1911, before me,
Hugh Blair a Notary Public in and for said County and State, came
Philip Ernest

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 28th Decr 1913 Hugh Blair Notary Public.

Filed for Record the 19 day of Aug A. D. 1911, at 9:30 o'clock A M.
Floyd L. Lawrence Register of Deeds.
Deputy.