

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 14th day of August in the year of our Lord Nineteen hundred and eleven, between Indigene Roberts, a widow, and Clarence H. Roberts, single, of the City of Portland in the County of Oregon and State of Kansas, of the first part, and Julia Friend of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 party 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:-

An undivided three-fourths (3/4) interest in Lot number Eight (8) in Block number Nine (9) of Lane's First Addition to the City of Lawrence, said County and State,

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

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred 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 party of the second part Payable three years after date with interest thereon according to the terms of said note and any personal trusts 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 be 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 party 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 party 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Indigene Roberts (SEAL)

Clarence H. Roberts (SEAL)

(SEAL)

STATE OF KANSAS (Oregon) ss.

Multnomah

BE IT REMEMBERED, That on this 19th day of August A. D. 1911, before me, Samuel B. Lawrence a Notary Public in and for said County and State, came Indigene Roberts, widow, and Clarence H. Roberts single to me personally known to be the same persons 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 Jan 14th 1913

Samuel B. Lawrence Notary Public for

Filed for Record the 25th day of Aug. A. D. 1911, at 9¹⁵ o'clock A.M.

Alfred L. Lawrence Register of Deeds.
R. M. McConnell Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1909, Chapter 10, Laws of the State of Kansas, and the provisions of the Act of March 1, 1909, Chapter 10, Laws of the State of Kansas, and the provisions of the Act of March 1, 1909, Chapter 10, Laws of the State of Kansas.

Recorded Map of 1912
Filed for Record
Register of Deeds