

MORTGAGE RECORD No. 49.

201

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

This Indenture Made this Twenty Sixth day of August in the year of our Lord one thousand nine hundred and eleven between Elizabeth Miller, a single woman and Ora A. Decker, a single woman, both of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and August Edwin of the said City of Lawrence 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 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:

Lot number Eighteen (18) in Leonard's Subdivision of Block number Five (5) in South Lawrence, in 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 Elizabeth Miller and Ora A. Decker do hereby covenant and agree that at the delivery hereof there 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 Eight 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 party of the second part payable five years after date with interest at six per cent semi-annually according to coupons attached to said note is the of maturity and default 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, when 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 party of the first part, their 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
Jennie Watt [SEAL]
Elizabeth Miller [SEAL]
Ora A. Decker [SEAL]

STATE OF KANSAS, }
Douglas County } ss.
BE IT REMEMBERED, That on this 26 day of August A. D. 1911, before me, Jennie Watt a Notary Public in and for said County and State, came Elizabeth Miller, single and Ora A. Decker, single 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 30th March 1912 Jennie Watt Notary Public.

Filed for Record the 29 day of Aug A. D. 1911, at 10³⁰ o'clock A. M.
Raymond L. Lawrence Register of Deeds.
Deputy.

This mortgage is subject to the right of redemption in full, the mortgagee is not to be released and the mortgagor is not to be discharged. As witness my hand and seal this 29th day of August, 1911.
 Ray L. Lawrence
 Register of Deeds
 Douglas County, Kansas