

# MORTGAGE RECORD No. 49.

267

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

This Indenture, Made this Fourth day of November in the year of our Lord 1911  
hundred and eleven, between Uriah Barnes, unmarried  
Douglas and State of Kansas, of the first part, and  
Mary C. G. Steele of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Eight Hundred DOLLARS,  
to shemdu paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2 of the second part her 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 South Fifty (50) feet of West 125 feet of Lot No Three (3) Block  
No Three (3) South Lawrence, an addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Uriah Barnes to her 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  
Eight hundred  
according to the terms of One certain Coupon note this day executed  
and delivered by the said Uriah Barnes to the said part 2 of the second part  
Payable Five years after date, interest as per ten Coupons  
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 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 2 of the second part, her 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 2 making such sale, on demand, to said Uriah Barnes  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 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

Uriah Barnes [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 7 day of Nov A. D. 1911, before me,  
L. J. Steele a Notary Public in and for said County and State, came  
Uriah Barnes, an unmarried man

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 June 20 1914

L. J. Steele Notary Public.

Filed for Record the 15 day of Nov A. D. 1911, at 3:00 o'clock P. M.

Thayer L. Lawrence Register of Deeds.  
Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
cancelled and the first thereby created hereby is  
As witness my hand and seal this 7th day of November A. D. 1911  
Lawrence, Kansas  
Uriah Barnes  
Mary C. G. Steele

Recorded Jan. 10 1913  
San B. Wellman  
Register of Deeds

(For assignment see Book 5th Page 153)

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Notary Public.  
Register of Deeds.  
Deputy.