

MORTGAGE RECORD No. 49.

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

This Indenture, made this Second day of December in the year of our Lord nineteen hundred and eleven, between Isaac M. Smith and Annie B. Smith his wife, of the City of Lawrence in the County of Kansas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred and fifty 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 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:

The South half (1/2) of the North Half (1/2) of Lot Number Six (6) in Southwest quarter (1/4) of section Nineteen (19) Township Twelve (12) of Range Twenty (20) less Right of Way of Union Pacific Railway Co., in said County and State,

The mortgagors agree to keep the buildings on premises insured against fire, lightning & windstorms to the extent of their insurable value in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said part less 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 Two Hundred and fifty 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 part 4 of the second part beginning three years after date with interest thereon according to the terms of said note and coupons thereto 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 4 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 part 4 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie M. Smith

Isaac M. Smith [SEAL]

Annie B. Smith [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1911, before me,

Jennie M. Smith

Isaac M. Smith and Annie B. Smith, his wife

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 30 Mar 1912

Jennie M. Smith
Notary Public.

Filed for Record the 6 day of Dec A. D. 1911, at 9⁰⁰ o'clock A M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This following is endorsed on the original instrument:
The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 10th day of December, A. D. 1912.

Hugh Blair

Jennie M. Smith

Recorded Dec 7th 1911

Floyd L. Lawrence

Register of Deeds.

This mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 10th day of December, A. D. 1912.

Recorded May 8th 1912
F. L. Lawrence