

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this Seventeenth day of July in the year of our Lord Nineteen  
hundred and eleven, between F.K. Jella and Laura Jella, his wife,  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
Richard W. Carter of Marathon in the State of Florida, of the second part:

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

Beginning thirty-two (32) rods East of the Northwest corner of the South half of  
addition NO. Eight (8) in that part of the City of Lawrence, Kansas known as North  
Lawrence, thence South twenty (20) rods, thence East four (4) rods, thence North twenty  
(20) rods, thence West four (4) rods to the place of beginning,

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  
Two hundred and thirty-five dollars  
according to the terms of one certain note & coupons this day executed  
and delivered by the said F.K. Jella and Laura Jella to the said party of the second part  
due and payable on or before five years after date with interest at the rate of seven  
per cent per annum, payable semi-annually

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 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 F.K. Jella, his  
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

F. K. Jella [SEAL]

Laura Jella [SEAL]

[SEAL]

STATE OF KANSAS,  
Douglas County

ss.

BE IT REMEMBERED, That on this 18th day of November A. D. 1911, before me,  
Joseph E. Riggs, a Notary Public in and for said County and State, came  
F.K. Jella and Laura Jella, his wife,

L. S. 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 Nov 30 1913

Joseph E. Riggs.

Notary Public.

Filed for Record the 11th day of December A. D. 1911 at 2.00 o'clock P.-M.

Walter L. Lawrence

Register of Deeds.

Deputy.

The note herein described having been fully released and the  
lien thereby created extinguished. As witness my hand and seal this 19th day of December, A. D. 1913.

Walter L. Lawrence

Received Nov 21 1912

Walter L. Lawrence

For payment see Book 57 Page 53