

MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD FORM, Gazette of Public, Editors and Bank Book Makers, Lawrence, Kan.

This Indenture, Made this Ninth day of December 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 Miami, State of Florida, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred & No/100 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 Y 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, known as North Lawrence, thence run South twenty (20) rods, thence East four (4) rods, thence North Twenty (20) rods, thence West four (4) rods to the place of beginning, subject, however, to a prior mortgage of \$235 in favor of said second party dated July 17th, 1911.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 save and except said above mentioned mortgage

This Grant is intended as a Mortgage to secure the payment of the sum of One 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 part Y of the second part due and payable on or before two years after date with interest at 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 part Y 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 Y making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Fred K. Jella [SEAL]

Laura Jella [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of December 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 Dec'r A. D. 1911 at 2.05 o'clock P. M.

Walter L. Lawrence Register of Deeds.

Deputy.

Received Nov. 21, 1911
 The Note hereby described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 21st day of November, A. D. 1911.
 W. L. Lawrence
 Register of Deeds
 Douglas County, Kansas