

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 14th day of February in the year of our Lord nineteen  
hundred twelve, between H. M. Thompson

of Douglas in the County of Lawrence and State of Kansas, of the first part, and

The Citizens State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part its 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:

Commencing in the center of Block Five (5) of Earl's Addition to the City of Lawrence, thence East three hundred and thirty (330) feet to the middle of Oregon street, thence South Eighty and 52/100 (80 52/100) feet to a stake, thence West three hundred and thirty (330) feet to the middle of said block, thence North Eighty and 52/100 (80 52/100) feet to place of beginning, 61.100 of an acre more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said H. M. Thompson do 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 Four Hundred Dollars

according to the terms of an certain coupon note this day executed and delivered by the said H. M. Thompson to the said party of the second part payable in five years at the Citizens State Bank, interest 8% 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, its 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 H. M. Thompson heirs and assigns.

IN WITNESS WHEREOF, The said party 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

H. M. Thompson [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1912, before me,

C. J. Schaffard a Notary Public in and for said County and State, came

H. M. Thompson, who declares himself to be

unmarried 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 May 21 1914

C. J. Schaffard Notary Public.

Filed for Record the 15 day of February A. D. 1912, at 10<sup>00</sup> o'clock 9 M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

Recorded Jan. 24 1912  
 Estate of Pauline  
 Register of Deeds  
 The County Clerk of Douglas County, Kansas, has received and filed for record this mortgage as presented to him by the mortgagor, and the same is hereby acknowledged by the County Clerk of Douglas County, Kansas, as being a true and correct copy of the original as filed for record.