

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. "Gazette Co. Printer" Binders and Black Book Masters. La 4-2000. Rev.

This Indenture, Made this 17th day of February in the year of our Lord nineteen
hundred twelve, between J. E. Howard and Leona M
Howard, his wife of The Citizens State in the County of
Bank of Lawrence, Kansas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand (\$1000.00) 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 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:

Lot number Fifteen (15) in Block number Six (6) of
South Lawrence, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
J. E. Howard and Leona M. Howard, his wife 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
One Thousand Dollars
 according to the terms of one certain coupon note this day executed
 and delivered by the said J. E. Howard and Leona M. Howard, his wife to the said party of the second part
payable in three years at The Citizens State Bank, 6%
interest, 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 J. E. Howard
 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

J. E. Howard [SEAL]
Leona M. Howard [SEAL]
 _____ [SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED That on this 17 day of February A. D. 1912, before me,
C. B. Howard a Notary Public in and for said County and State, came
J. E. Howard and Leona M. Howard,
 to me personally known to be the same
 persons 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. B. Howard
 Notary Public.

Filed for Record the 24 day of Feb A. D. 1912 at 4 o'clock P. M.

Clayton Lawrence Register of Deeds.
 Deputy.

This instrument is returned on the original instrument.

Wherein herein described having been read in full, this instrument is returned to the party of the first part.

Recorded May 19 1912
 Lloyd L. Lawrence
 Clerk of Lawrence
 City of Lawrence
 By C. B. Howard
 Notary Public