

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 5th day of October in the year of our Lord nineteen
hundred and ten, between Aliss M. Cleland, William H. Cleland, her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Home-Riverside Coal
Co. of Leavenworth, Kansas party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six hundred 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 their 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 4 and the north half of Lot number 5 situated
in block 25 Sinclair's Addition, City of Lawrence, County of
Douglas, State of Kansas.

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 were 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 except a mortgage of two thousand
dollars, now with above described property

This Grant is intended as a Mortgage to secure the payment of the sum of
Six hundred dollars

according to the terms of a certain promissory note this day executed
 and delivered by the said parties of the first part to the said party of the second part
The Home-Riverside Coal Co.

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, their 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 parties of the first part, their
 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
S. A. Cleland

Aliss M. Cleland [SEAL]
W. H. Cleland [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 19th day of October A. D. 1910, before me,
S. A. Hoar a Notary Public in and for said County and State, came
Aliss M. Cleland and W. H. Cleland, her husband
 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 Apr 10 1913

S. A. Hoar Notary Public.

Filed for Record the 23 day of Feb A. D. 1912, at 9⁰⁰ o'clock 9 M.

W. J. Lawrence Register of Deeds.
 Deputy.