351MORTGAGE RECORD No. 49. HORTOADE SYANDARD FORM. Gatette Co., Printers, Blinders and Blank Book Makers, LAwrence, Pab. minetee This Indenture, Made this fourth day of march in the year of our Lord Meriteen, m. Jates hundred and twelve "between Edward 6. (son and Frances ear M. Pearson, his wife R in the County of in the County of and State of Kansas, of the first part, and nclair of same place -of the second part: -of the second part: Witnesseth, That the said part and the first part, in consideration of the sum of onsideration of the sum of Seven Hundred - DOLLARS, DOLLARS, to Thum duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage bargain, sell and mortgage to the said part 4-of the second pert heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, in the County of Douglas, and State of Kansas, described as follows, to-wit: Lot No. Seventy-five (75) and the north four-fifths of Lot No. Seventy-seven (77) on West side 11ne_of the th, of Range of IndIana Street in that part of the city of Lawrence, Known as west Lawrence, being the home stead of said first parties who XXX agrees to maintain insurance thereon during the existence th of the thence-South of this mortgage in the sum of One Thousand Dollars, fire and tornadoe the policies therefor lon,_thence. to_be_and_remain_in_the_possession_of_the_party_of_the_second_part_or_assigns ;ining one 201 with all the appurtenances, and all the estate, title and interest of the said part Las f the first part therein. And the saidthe said. erst part Jarties of the _hereby covenant and agree that reby covenant and agree that theyar - the lawful owner; of the premises, above granted, and seized of a good and indefeasible of a good and indefeasible at the delivery hereof estage of inheritance therein free and clear of all incumbrances and that they will Warrant and Defined and defind the the same in the quick and peaceable possession of the party of the ud assignsfreur deend part his prins assigne This Grant is intended as a Mortgage to secure the payment of the sum of re the payment of the sum of and delivered by the said fractices of the first part to the said part 4 of the second part 1 part 4 of the second part tween 5 years frondate with interest from date to moturity as sondence A interest As witnes y conford attached thereto and interest after maturity or default af the rate of 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, payment, or any part thereof, discharged. 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 solute, and the whole amount shall become due and payable, and it shall be lawful for the said part 4-of the second part, the executors, administrators and assigns, at 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 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 f making such sales, and the overplus, if any there be, shall be paid by the part & making such sale, on demand, to said franties of the first fart the the first hart their rs and assigns. IN WITNESS WHEREOF, The said part Actor the first part hat hereunto set Thruid hands and seats the day and year first above heirs and assigns. the day and year first above written. dward G. Learson [SEAL] Signed, Sealed and Delivered in presence of atee -[SEAL] Frances St. Gearson [SEAL] te_ -[SEAL] __[SEAL] STATE OF KANSAS, Nouglas Dunty A. D. 17 12, before me, BE IT REMEMBERED, That -A. D. 1911, before me, a Notary Public in and for said County and State, came r said County and State, came ces M. Jeanson earson and y hushand Recordedto me personally known to be the same we hin) who executed the foregoing instrument and duly acknowledged the execution of the same sonally known to be the same Ø. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and the same. my official seal on the day and last above written. Jeseph Auggs Solry Public. 1913 My Commission Expires. Notary Public. _A. D. 1912, at 9 0' clock_ W.M. mch day of Filed for Record the. ck q_M. Mayd L Lawrench Register of Deeds. vere Register of Deeds. _ Deputy. Deputy