

# 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 Twenty-seventh day of February in the year of our Lord nineteen hundred and twelve, between Henry Rohe and Edith M. Rohe his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm J Sinclair of the second part:

Witnesseth, That the said party us of the first part, in consideration of the sum of Three hundred and fifty (\$350) DOLLARS, to him fully 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 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: Lots numbers One Hundred and Seventy-seven (177) and One Hundred and Seventy-nine (179) on Locust-Street, in block number Four (4) in that part of the city of Lawrence known as North Lawrence: Parties of the first part hereby agree to maintain insurance to the amount of \$500. on the buildings now on or to be erected on said premises, for the benefit of said second party his heirs or assigns, during the existence of this loan:

with all the appurtenances, all the estate, title and interest of the said party us of the first part therein. And the said Henry Rohe and Edith M. Rohe 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said second party, his heirs & assigns forever, against all persons lawfully claiming the same

This Grant is intended as a Mortgage to secure the payment of the sum of \$350 according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached and interest after maturity or default at the rate of 10% per annum, until fully paid.

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, 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 of making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said party us of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Henry Rohe [SEAL] Edith M. Rohe [SEAL]

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 18th day of March A. D. 1912, before me, the undersigned a Notary Public in and for said County and State, came Henry Rohe and Edith M. Rohe, his wife 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 Feb 21st 1914 Lena Ulrich Notary Public.

Filed for Record the 19 day of March A. D. 1912, at 4 o'clock P.M. Lloyd L Lawrence Register of Deeds.

Deputy.

This mortgage is recorded in the public records of Douglas County, Kansas, for the purpose of creating a lien in favor of the mortgagee, and the mortgagor hereby agrees to pay the same. Witness my hand and seal this 18th day of March, 1912.

(For Assignment See Book 51 Page 461)

Thillipianma  
 in the County of \_\_\_\_\_  
 of the second part:  
 consideration of the sum of \_\_\_\_\_ DOLLARS,  
 bargain, sell and mortgage  
 in the County of Douglas,  
of the North  
15th  
Douglas County  
 the said \_\_\_\_\_  
 hereby covenant and agree that  
 of a good and indefeasible  
 Mortgage to the  
March first 1917  
 re the payment of the sum of \_\_\_\_\_  
 part of the second part  
 payment, or any part thereof,  
 absolute, and the whole amount  
 administrators and assigns, at  
 out of all the moneys arising  
 making such sales, and the  
Thillipianma Hoffman  
 the day and year first above  
Hoffman [SEAL]  
Hoffman [SEAL]  
 [SEAL]  
 A. D. 1912, before me,  
 for said County and State, came  
Lena Hoffman  
 personally known to be the same  
 the same.  
 my official seal on the day and  
Thill  
 Notary Public.  
 M.  
Lawrence Register of Deeds.  
 Deputy.