

MORTGAGE RECORD No. 49.

STORRIKOB'S STANDARD FORMS. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this First day of December in the year of our Lord 1912 hundred and eleven, between William G. Hutson and Florence L. Hutson (husband and wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and George E. Hutson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Ten Thousand (\$10000.00) 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 part 4 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 Twenty One (21) and Twenty Three (23) on Massachusetts Street and Lot number Twenty four (24) on Vermont Street, all in the City of Lawrence County of Douglas and 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 William G. Hutson and Florence L. Hutson 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 Except one first mortgage for \$10000.00 dated Dec 1, 1911 and due Dec 1, 1914 with 6% semi-annual interest

This Grant is intended as a Mortgage to secure the payment of the sum of Ten Thousand Dollars according to the terms of one certain note this day executed and delivered by the said William G. Hutson and Florence L. Hutson to the said part 4 of the second part said note is dated Dec 1, 1911 and due 2 years from Jan 1, 1912 with 6% interest from Jan 1, 1912

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 part 4 of the second part, the 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 part 4 making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 William G. Hutson [SEAL] Florence L. Hutson [SEAL]

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 5th day of December, A. D. 1912, before me, C. G. Hawk a Notary Public in and for said County and State, came William G. Hutson and Florence L. Hutson (husband and 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 October 13, 1913 C. G. Hawk Notary Public.

Filed for Record the 21 day of Nov, A. D. 1912, at 11 o'clock 9-M. George L. Lawrence Register of Deeds, Deputy.

ord minutes of Prin in the County of _____ of the second part: consideration of the sum of _____ DOLLARS, to bargain, sell and mortgage in the County of Douglas, _____ Twenty Eight the next year up fifteen (15) days and hundred according to the _____ the said _____ hereby covenant and agree that _____ of a good and indefeasible _____ to the _____ to perform are the payment of the sum of _____ of the second part _____ payment, or any part thereof, absolute, and the whole amount administrators and assigns, at out of all the moneys arising of making such sales, and the first part this _____ the day and year first above _____ [SEAL] _____ [SEAL] _____ [SEAL] _____ A. D. 1912, before me, _____ said County and State, came _____ personally known to be the same the same. my official seal on the day and _____ Notary Public. _____ M. _____ Register of Deeds. _____ Deputy.

The mortgage herein described has been paid in full. This mortgage is hereby released and the same is hereby created discharged. As witness my hand this 22nd day of January, A. D. 1913. George E. Hutson John A. Ott George E. Hutson Register of Deeds