

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 19th day of March in the year of our Lord one thousand nine hundred and twenty, between J. B. Wilson and Eva L. Wilson his wife of Douglas State of Kansas, of the first part, and James C. Delaney of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Three hundred and Fifty (\$350.00) 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 of 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:

Lot No. 195 and the east twenty feet of Lot No. 193, all in block eleven (11) in that part of the City of Lawrence, formerly known as North Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said J. B. Wilson and Eva L. Wilson, 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 Three hundred and Fifty Dollars according to the terms of my certain promissory note this day executed and delivered by the said J. B. Wilson to the said part of of the second part

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 of 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 making such sale, on demand, to said J. B. Wilson or his heirs and assigns, executors or administrators

IN WITNESS WHEREOF, The said part 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

J. B. Wilson [SEAL]
Eva L. Wilson [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 20th day of March A. D. 1912, before me, Bertha L. Zimmerman a Notary Public in and for said County and State, came J. B. Wilson and Eva L. Wilson, 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 December 29 1915

Bertha L. Zimmerman
Notary Public.

Filed for Record the 22 day of March A. D. 1912, at 4³⁰ o'clock P. M.

Ways L. Lawrence Register of Deeds.
Deputy.

The following is returned on the original instrument:
The note herein described having been paid in full, this instrument is hereby released and the lien thereby created is extinguished. As witness my hand this 20th day of March A. D. 1912.

E. C. Overman

Recorded Apr. 20 1912

Notary Public

Register of Deeds

For Assignment see Book 57 Page 301