

MORTGAGE RECORD No. 49.

399

MORTGAGE STANDARD FORM. Gazette Co. Printers, Haders and Black Book Binders, Lawrence, Kan.

nineteen
Mellie M
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
the County of Douglas,

of Section
of Pheme
road, and
South
beginning

said
covenant and agree that
a good and indefeasible

the payment of the sum of
rate of

ment, or any part thereof,
te, and the whole amount
administrators and assigns, at
of all the moneys arising
making such sales, and the
v. their

day and year first above
mes [SEAL]
Talmes [SEAL]
[SEAL]

D. 1912, before me,
id County and State, came
ney, his
ally known to be the same
ame.
Official seal on the day and
Notary Public.
a M.
ck Register of Deeds.
Deputy.

This Indenture, Made this 17th day of April in the year of our Lord nineteen hundred and twelve between Henrietta Murphy of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lawrence National Bank of Lawrence of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors 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:

South 40 feet Lot 12.7 and all of Lot 129 Penn. & Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Henrietta Murphy do hereby covenant and agree that at the delivery hereof she is 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.

Subject to 3 prior mortgages aggregating \$3650.00 This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of a certain note this day executed and delivered by the said Henrietta Murphy to the said party of the second part Lawrence National Bank, said note is signed also by Anna Murphy, Bertrude Murphy and Alice Murphy.

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, its successors 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 Henrietta Murphy heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Henrietta Murphy [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas ss.

BE IT REMEMBERED That on this 17th day of April A. D. 1912, before me, Leo M. Kuhn a Notary Public in and for said County and State, came Henrietta Murphy



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 Jan 25, 1914

Leo M. Kuhn Notary Public.

Filed for Record the 20 day of April A. D. 1912, at 9:50 o'clock a.m.

Clayton Lawrence Register of Deeds.
Deputy.

Recorded May 17, 1912
Hazel Lawrence
Register of Deeds