

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 13<sup>th</sup> day of April in the year of our Lord nineteen hundred and twelve (1912), between H. P. Painter and Ella E. Painter his wife of Rapid City in the County of Pennington and State of South Dakota, of the first part, and Victor Anderson of the second part:

Witnesseth. That the said part 1st of the first part, in consideration of the sum of Fourteen Hundred 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 2d 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 number One (1) in Hoxford's Sub-division of  
part of Block Number Fourteen (14) Babcock's Enlarged  
Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 except one certain mortgage of Twelve hundred Dollars \$1200.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred dollars according to the terms of Three certain notes this day executed and delivered by the said H. P. Painter to the said part 2d 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 2d 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 Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

George H. White

J. P. Moore

South Dakota  
Pennington County } ss.

H. P. Painter [SEAL]

Ella E. Painter [SEAL]

[SEAL]

BE IT REMEMBERED That on this 22<sup>nd</sup> day of April A. D. 1912, before me,



George H. White a Notary Public in and for said County and State, came H. P. Painter and Ella E. Painter his wife

to me personally known to be the same persons 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 Apr 1 1916

George H. White  
Notary Public.

Filed for Record the 25 day of April A. D. 1912 at 3<sup>05</sup> o'clock PM.

Lloyd L. Lawrence Register of Deeds.  
Deputy.

For Release the Bond 57 Aug 1917

Recorded Aug 21 1917