

# MORTGAGE RECORD No. 49.

407

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

This Indenture, Made this Thirtieth day of April in the year of our Lord one thousand nine hundred and twelve, between J. L. Seaman and Mary A Seaman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Richard W Carter of Miami State of Florida of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of One 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 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 One hundred and twenty eight (128) on Indiana Street in the City of Lawrence, in said County and State according to the plat of said city

with all the appurtenances, and all the estate, title and interest of the said part us 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 owner 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 One Hundred according to the terms of one of certain note and coupons and delivered by the said J. L. Seaman to the said part of of the second part due and payable on or before five years after date with interest at six per cent per annum, payable semi-annually

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 part of making such sale, on demand, to said J. L. Seaman his heirs and assigns.

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. L. Seaman [SEAL]  
Mary A Seaman [SEAL]

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 30th day of April A. D. 1912, before me,

Joseph E Riggs a Notary Public in and for said County and State, came J. L. Seaman and Mary A Seaman, 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 at the last above written.

My Commission Expires March 30th 1913 Joseph E Riggs Notary Public.

Filed for Record the 3 day of May A. D. 1912, at 10<sup>30</sup> o'clock 9 M.  
Floyd L Lawrence Register of Deeds.  
Deputy..

The following is endorsed on the original instrument:  
This note herein described having been paid in full, and payment is hereby released and the lien thereby created extinguished. As witness my hand and seal this 30th day of April, A. D. 1912.  
Richard W Carter

Recorded May 2 1913  
Floyd L Lawrence  
Register of Deeds.