

MORTGAGE RECORD No. 49.

421

MORTGAGE STANDARD FORM, GAZETTE CO. PRINTED, INDEXED AND UNDER BOOK NUMBER, LAWRENCE, KAN.

This Indenture, Made this First day of May in the year of our Lord Nineteen hundred and twelve, between Charles L. Conger and Minnie C. Conger, his wife, of the City Douglas of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles Thudium of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 party 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 One Hundred and sixty-six (166) and One Hundred and Sixty-eight (168) on New Jersey Street, in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire & lightning to the extent of their insurable value in a company or companies approved or by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns, as his interest may appear, and failing to do so, holder of mortgage may have same insured and the cost of so doing added to the mortgage max to draw interest until paid at 12%.

with all the appurtenances, and all the estate, title and interest of the said parties 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

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said notes and coupons thereto attached

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, 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 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 Chas. L. Conger [SEAL] Jennie Watt [SEAL] Minnie C. Conger [SEAL]

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 16th. day of May A. D. 1912, before me, Jennie Watt a Notary Public in and for said County and State, came Charles L. Conger and Minnie C. Conger, 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 30th Mo. 1916. Jennie Watt Notary Public.

Filed for Record the 17th. day of May A. D. 1912, at 4:20 o'clock P. M. Floyd L. Lawrence Register of Deeds. Deputy.

City (to be filled in on the original instrument)
 This mortgage being described in the original instrument, the mortgagee hereby certifies that the same has been duly recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, and that the same is a true and correct copy of the original instrument as the same appears from the records of said office.
 Recorded May 20, 1912 1516
Floyd L. Lawrence
Charles Thudium
Charles Thudium