

MORTGAGE RECORD No. 49.

439

MORTGAGE STANDARD FORM - Gazette Co., Printers, Kansas and Mack Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of May in the year of our Lord nineteen
hundred and twelve, between Margaret A. Fishback, a widow
of the City of Douglas and State of Kansas, of the first part, and
Helon M. Palmer of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Two Hundred DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage
to the said party of the second part her 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 Six (6) in block number Six (6) of South Lawrence in the City of Lawrence, Douglas
County, Kansas.

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and
Windstorms to the extent of their insurable value in a company or companies as proved by this
mortgagee with mortgage clause making loss payable to said mortgagee, or assigns, as 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 to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Party of the first part 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


This Grant is intended as a Mortgage to secure the payment of the sum of
Two hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said Party of the first part to the said party of the second part
Payable three years after date with interest thereon according
to the terms of said note 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, her 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 Party of the first part, her
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
Jennie Watt [SEAL]
Margaret A. Fishback [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 31 day of May A. D. 1912, before me,
Jennie Watt a Notary Public in and for said County and State, came
Margaret A. Fishback, a widow

 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 May 1916 Jennie Watt Notary Public.

Filed for Record the 4 day of June A. D. 1912, at 9:30 o'clock A M.
Lloyd L. Lawrence Register of Deeds.
Deputy.

This mortgage is intended to secure the payment of the sum of money advanced by the mortgagee to the mortgagor, and is not to be construed as a sale of the premises. A. D. 1912.
 Recorded June 13 1912
 Phys. & Lawrence
 Register of Deeds
 Mrs. L. Wright