

MORTGAGE RECORD No. 49.

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

nineteen
County (w/fe)
in the County of
Trustee of
of the second part:
of the sum of
DOLLARS,
gain, sell and mortgage,
the County of Douglas,
for (1/2) of
(12) South
with all the appurtenances, and all the estate, title and interest of the said part
do hereby covenant and agree that
good and indefeasible
payment of the sum of
of the second part
nt, or any part thereof,
and the whole amount
administrators and assigns, at
all the moneys arising
ing such sales, and the
try
ay and year first above
[SEAL]
[SEAL]
[SEAL]
D. 1912, before me,
County and State, came
known to be the same
ie.
cial seal on the day and
Newlin
Notary Public.
L.M.
Register of Deeds.
Deputy.

Recorded May 6 1916
D. Lloyd L. Lawrence
Register of Deeds
Lawrence, Kan.

This Indenture, made this 5th day of June in the year of our Lord nineteen hundred and twelve, between Olive M. Quakenbush and William H. Quakenbush, her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank 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 part of the second part, its 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:

The South half (1/2) of Lot number Eighty (80) and all of Lot number Eighty-two (82) in Block number Eighteen (18) in West Lawrence, a part of the City of Lawrence said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company or companies approved of 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 part 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 part 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 part of the second part, its 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 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 Jennie Watt. Olive M. Quakenbush [SEAL] William H. Quakenbush [SEAL]

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 5th day of June A. D. 1912, before me, Jennie Watt, a Notary Public in and for said County and State, came Olive M. Quakenbush and William H. Quakenbush her husband 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 March 1916 Jennie Watt. Notary Public.

Filed for Record the 6 day of June A. D. 1912 at P. o'clock M. D. Lloyd L. Lawrence Register of Deeds. Deputy.