

# MORTGAGE RECORD No. 49.

443

MORTGAGE STANDARD FORM, Gazette Co., Printers, Modern and Trade Book Makers, Lawrence, Kas.

nineteen  
Eva P. Lewis  
in the County of

of the second part:  
consideration of the sum of  
DOLLARS,  
bargain, sell and mortgage  
in the County of Douglas,

parties of  
C. Condit

the said  
covenant and agree that  
of a good and indefeasible

the payment of the sum of  
of the second part

ment, or any part thereof,  
ute, and the whole amount  
administrators and assigns, at  
of all the moneys arising  
making such sales, and the

the day and year first above

[SEAL]  
[SEAL]  
[SEAL]

A. D. 1912, before me,  
id County and State, came  
husband

ally known to be the same  
same.

official seal on the day and  
Smith  
Notary Public.

A. M.  
Register of Deeds.  
Deputy.

Recorded Sept 3rd 1912  
 Eva P. Lewis  
 Register of Deeds  
 Fullness in Book 83 page 214

This Indenture, Made this 29th day of May in the year of our Lord Nineteen  
hundred and twelve, between  
Mary D. Lewis and P. L. Lewis (husband) of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Merchants Loan & Savings Bank of the second part;  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
Nine 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:

The Southwest quarter (1/4) of the Northeast quarter (1/4) of section  
No. Nine (9) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Mary D. Lewis and P. L. Lewis 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  
Nine hundred dollars (\$900)  
according to the terms of one certain note in response this day executed  
and delivered by the said Mary D. Lewis and P. L. Lewis to the said party of the second part  
his heirs or assigns

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 Mary D. Lewis, her  
heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set—hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of  
Mary Lewis [SEAL]  
P. L. Lewis [SEAL]  
[SEAL]

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 1st day of June A. D. 1912, before me,

John M. Nowlin a Notary Public in and for said County and State, came  
Mary D. Lewis and P. L. Lewis (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 March 10 1912 John M. Nowlin Notary Public.

Filed for Record the 10th day of June A. D. 1912, at 9:00 o'clock A. M.  
Royd L. Lawrence Register of Deeds,  
R. M. M. Lawrence Deputy.