

MORTGAGE RECORD No. 49.

451

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

This Indenture, Made this tenth day of June in the year of our Lord 1912
hundred & twelve, between Carrie Davis and Robert Davis
her husband of Douglas in the County of
Spencer State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Three hundred and Fifty 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 y 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 nos. One hundred and Eighteen (118) and One hundred and twenty (120) on Main Street in
Block no. Thirty-six (36) in that part of the City of Lawrence, known as West Lawrence, accord-
ing to plat thereof on file in the office of the Clerk of the District Court, Douglas County
being the homestead of the parties of the first part who hereby agree to maintain insurance
both fire and tornadoe, to the amount of \$500, on the buildings now on or to be erected on
said premises for the benefit of said second party, his heirs or assigns, during the existence
of this loan

with all the appurtenances and all the estate, title and interest of the said part ies 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 And that they will warrant and defend the same in the
quiet and peaceable possession of the said second party, his heirs and assigns forever against
all persons lawfully claiming the same

This Grant is intended as a Mortgage to secure the payment of the sum of
Three Hundred and Fifty Dollars
according to the terms of one certain mortgage note this day executed
and delivered by the said parties of the first part to the said part ies of the second part
due in five (5) years from date with interest from date to maturity as evidenced by coupons
attached and interest after maturity or default at the rate of ten (10) per cent per annum
until paid

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 y 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 y making such sale, on demand, to said parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Carrie Davis [SEAL]
Robert Davis [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of June A. D. 1912, before me,

Joseph E. Briggs

a Notary Public in and for said County and State, came
Carrie Davis and Robert Davis, 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 Mar 20 1913

Joseph E. Briggs
Notary Public.

Filed for Record the 17 day of June A. D. 1912 at 2 12 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

(For Assignment see Book 57 Page 429)

This mortgage is intended to secure the payment of the sum of \$500, on the buildings now on or to be erected on said premises for the benefit of said second party, his heirs or assigns, during the existence of this loan.

Recorded Dec 1st 1916

Joseph E. Briggs
Notary Public
My Comm. Expires Mar 20 1913

Carrie Davis
her husband
Douglas
Spencer
Three hundred and Fifty
Three hundred and Fifty Dollars
one
Three Hundred and Fifty Dollars
five (5) years
ten (10) per cent per annum
Carrie Davis
Robert Davis
June 15th 1912
Joseph E. Briggs
Notary Public
Mar 20 1913
June 17th 1912
Floyd L. Lawrence
Register of Deeds
Deputy