

MORTGAGE RECORD No. 49.

465 1

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

This Indenture, Made this First day of July in the year of our Lord thirteen hundred and twelve, between Charles E. Merwin, his wife, Lydia E. Merwin, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Julia Friend

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Two Thousand

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 2d 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 thirteen (13) in Block Number Eleven (11) of James Second Addition to the City of Lawrence, in said County and State,

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms 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 her 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 1st 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

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand 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 2d of the second part Payable five 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 2d 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 part 2d making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Hugh Blair

Charles E. Merwin [SEAL]

Lydia E. Merwin [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1912, before me,

Hugh Blair

Notary Public in and for said County and State, came

Charles E. Merwin, and Lydia E. Merwin

his wife, to me personally known to be the same persons 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 28th Decr 1913

Hugh Blair

Notary Public.

Filed for Record the 1 day of July A. D. 1912, at 1:30 o'clock P M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The above is a true and correct copy of the original instrument as the same has been delivered to me by the parties thereto, and the same has been duly recorded in the office of the Register of Deeds, in the County of Douglas, State of Kansas, on the 1st day of July, 1912.

Recorded Dec. 28 1912

Floyd L. Lawrence

Register of Deeds

Douglas County, Kansas

Julia Friend

My A. Marko atty in fact