

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 1st day of July in the year of our Lord one thousand nine hundred and twelve, between Susan D. Alford, widow, Trustee of the estate of D. S. Alford, deceased of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. M. Elliott of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen 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 Nine (9) in Block number Twelve (12) of Lane's Second Addition to the City of Lawrence, said County and State,

The mortgagor agrees to keep 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 her 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 Party of the first part doth hereby covenant and agree that at the delivery hereof he 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 Fifteen 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 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 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 Susan D. Alford [SEAL] Hugh Blair [SEAL] Trustee [SEAL]

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of July A. D. 1912, before me, Hugh Blair Notary Public in and for said County and State, came Susan D. Alford, 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 28th Dec 1913 Hugh Blair Notary Public.

Filed for Record the 2 day of July A. D. 1912, at 5:00 o'clock P.M. D. Lloyd L. Lawrence Register of Deeds. Deputy.

1912 July 19
Gottlieb D. Phillips
Notary Public