

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 15th day of July in the year of our L<sup>d</sup> monetary  
hundred and Twelve, between  
A. A. Helwig, a single man of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Hugh H. Blair of the second part:

Witnesseth, That the said part<sup>th</sup> of the first part, in consideration of the sum of One Thousand DOLLARS, to him fully paid, the receipt of which is hereby acknowledged, have sold, and by these presents do<sup>th</sup> grant, bargain, sell and mortgage to the said part<sup>th</sup> 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:

Beginning at the South-east corner of the North Sixty (60) acres of the South-east quarter (¼) of Section Thirty-five (35) in Township Twelve (12) South, of Range Nineteen (19) East of the 6th P.M. thence running West along the South boundary of said Sixty (60) acres One Hundred (100) rods thence North Sixteen (16) rods; thence East One Hundred (100) rods to the East boundary of said Sixty acres; thence South along said boundary Sixteen (16) rods to place of beginning, containing Ten (10) acres

The Mortgagor agrees 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 his assigns, as his 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 4 of the first part therein. And the said Party of the first part do <sup>th</sup> 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 One Thousand 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 part 4 of the second part  
Payable five years after date with interest thereon according  
ing 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 parties of the second part, their 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha<sup>th</sup> hereunto set his hand and seal the day and year first above written.

*Signed, Sealed and Delivered in presence of*

Jennie Katt

A. A. Helwig

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 1912, before me,  
Jenni Watt a Notary Public in and for said County and State, came

\_\_\_\_\_ 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 30<sup>th</sup> March 1916

Jennie Watt  
Notary Public

Filed for Record the 20 day of July A. D. 1912, at 121 o'clock P M.

Floyd L. Laurens Register of Deeds.  
Deputy.