

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this seventeen day of July in the year of our Lord nineteen  
hundred and twelve, between Manuel Jackson B. Burnett & Brown & Peterson & E. Strade Trustees  
of the Harris Trust of St. James A. M. E. Church of Lawrence, Kansas of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and  
Ben Burnett and A. F. Brown of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of  
Three hundred (\$300) 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 parties of the second part their 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 No. Seven (7) and Eight (8) in Addition No. Eleven (11) in  
that part of the City of Lawrence, formerly known as  
North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part and 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 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  
Three hundred 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 parties of the second part  
due 2 years after date with 8% interest payable  
semi annually

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 part 4 making such sale, on demand, to said parties of the first part their successors or  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

Manuel Jackson B. Burnett [SEAL]  
A. F. Brown [SEAL]  
Samuel Peterson [SEAL]  
Harmon E. Strade [SEAL]  
Harris Trust [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17 day of July A. D. 1912, before me,

L. F. Clement a Notary Public in and for said County and State, came

Manuel Jackson B. Burnett & Brown & Peterson & E. Strade Trustees

Harris Trust of St. James A. M. E. Church 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 June 1 1916

L. F. Clement  
 Notary Public.

Filed for Record the 20 day of July A. D. 1912, at 3 o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
 Deputy.

The fee herein described having been paid in full, this mortgage is hereby acknowledged and the same is hereby discharged. At witness my hand this 20th day of July, A. D. 1912.

Recorded Oct 23 1912  
 Floyd L. Lawrence  
 Register of Deeds