

MORTGAGE RECORD No. 49.

491 1

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

This Indenture, Made this 19th day of July in the year of our Lord one thousand nine hundred and twelve, between Anna Wright and William Wright her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and John W. McCauley of the second part:

Four Hundred Dollars, That the said party of the first part, in consideration of the sum of four hundred 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 party 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:

Lot No. one Hundred and thirty five (135) and the West half of Lot No. One Hundred and thirty-seven (137) on South side of Elm Street in Block No. Twelve (12) in North Lawrence, and said parties of the first part agree to maintain insurance on the buildings situate on said lots during the existence of this loan in the sum of at least Six hundred dollars, both fire and tornado, for the benefit of the party of the second part, his heirs or assigns,

with all the appurtenances, and all the estate, title and interest of the said party 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 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 Four Hundred 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 party of the second part due in 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 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 party 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 party making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Anna Wright [SEAL]
William Wright [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, that on this 28th day of July A. D. 1912, before me,

the undersigned a Notary Public in and for said County and State, came Anna Wright and William Wright, her husband 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 July 21st 1914 Lena Kruch Notary Public.

Filed for Record the 30 day of July A. D. 1912, at 11³⁰ o'clock a M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

This instrument is returned on the original instrument. The mortgagee herein described having been paid in full the sum of \$400.00 by the mortgagor, the mortgage is hereby released and the debt hereby created discharged. As witness my hand this 28th day of July, A. D. 1912.

Recorded 16 June 1912
C. H. McArthur, Register of Deeds
By J. A. Williams, County Clerk