

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 13th day of August in the year of our Lord nineteen
hundred and twelve, between Schuyler C. Mesenheimer and
Clara M. Mesenheimer, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Merchants Loan and Savings Bank of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of

Seven hundred DOLLARS,
 to thoroughly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do—grant, bargain, sell and mortgage
 to the said part y of the second part its 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 five (5) Block twenty-four (24) of
inclairs addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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
seven hundred
 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 y of the second part
payable five years after date

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 y of the second part, its 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 y making such sale, on demand, to said parties of the first part
 heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Schuyler C. Mesenheimer [SEAL]
Clara M. Mesenheimer [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of August A. D. 1912, before me,
W. F. March a Notary Public in and for said County and State, came
Schuyler C. Mesenheimer and Clara M. Mesen-
heimer, his wife 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 July 24 1913

W. F. March
 Notary Public.

Filed for Record the 15 day of Aug A. D. 1912 at 9 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
 Deputy.

This instrument is acknowledged on the official instrument.

Recorded August 15, 1912
 Floyd L. Lawrence
 Register of Deeds

The Merchants Loan and Savings Bank
 by J. C. Phillips, President

(LS)