

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers, Hodges and Platt Book Makers, Lawrence, Kan.

This Indenture, Made this 4th day of September in the year of our Lord Nineteen
hundred and twelve, between
Mary Brown Whitman, a widow of the City of Los Malinos in the County of
Behning and State of Kansas, of the first part, and
Merchants Loan Savings Bank 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, hath sold, and by these presents doth grant, bargain, sell and mortgage
 to the said party 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:

Fifty (50) feet off the South side of Lot No 2 in Block No 8 Oread Addition, more particularly described as follows: Beginning at the Southeast corner of said Lot No 2 thence West along the south side of said lot to the southwest corner thereof, thence North on the west line of said lot 50 feet, thence East parallel with the south line of said lot to the west line of Oread Avenue, thence along the west line of said Avenue in a Southwesterly direction to the point of beginning. Also a strip of land 25 feet wide from north to south off the north side of lot 3 in Block No. 8 Oread Addition said strip running the whole length of said lot, all in the City of Lawrence, said County and State. The Mortgagee agrees to keep the 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 as interest may appear & failing to do so mortgagee may have same insured & cost of so doing added to mortgage;

with all the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said
Party of the first part do hereby covenant and agree that
 at the delivery hereof she 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
Equal 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, 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 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 hath hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

P. B. Sears

B. E. Miles

Mary Brown Whitman [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS California, ss.

Dechane County

BE IT REMEMBERED, That on this 21 day of Sept A. D. 1912, before me,

William Paul Boyer a Notary Public in and for said County and State, came

Mary Brown Whitman

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 February 7 1915 and for the County of Behning State of California Notary Public, in

Filed for Record the 26th day of Sept A. D. 1912, at 10¹⁰ o'clock A. M.

Alfred J. Lawrence Register of Deeds.

R. M. McDowell Deputy.

The following is a true and correct copy of the original as the same is on file in the office of the Register of Deeds, Lawrence, Kansas, A. D. 1912.
 Attest:
Register of Deeds
Lawrence, Kansas
1912