

MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD F. 20. Gazette Co., Printers, Kansas and Trade Book Market, Lawrence, Kan.

This Indenture, Made this 5th day of October in the year of our Lord one thousand nine hundred and twelve, between Murietta Murphy, single of Douglas in the County of Douglas and State of Kansas, of the first part, and J. F. Meade of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Five Hundred DOLLARS, to — duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 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: South 40 feet of Lot 129 and all of Lot 129 Penn. Street Lawrence, Kans.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Murietta Murphy 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 except a mortgage balance of \$22.50 given by Frank Murphy, Amy Murphy, and 3000 signed Murietta Murphy

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Murietta Murphy to the said part 2 of the second part J. F. Meade

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 2 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 part 2 making such sale, on demand, to said Murietta Murphy heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Murietta Murphy [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

*BE IT REMEMBERED That on this 5th day of October A. D. 1912, before me, Geo. H. Kubne a Notary Public in and for said County and State, came Murietta Murphy

Geo. H. Kubne

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 Jan 25 1914

Geo. H. Kubne Notary Public.

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

Floyd L. Lawrence Register of Deeds.
Deputy.

This Indenture is subject to the official statement of the mortgagee, which is hereby referred to and the same is hereby made a part hereof. At witness my hand and seal of office this 5th day of October, A. D. 1912.

Recorded May 12 1913
By D. M. McConnell, Deputy
Register of Deeds