

MORTGAGE RECORD No. 49.

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

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Attest: Emma J. Blair July 23 A.D. 1912

Register of Deeds

Recorded July 23 - 1912
John C. Holliman
Register of Deeds

This Indenture, Made this 21st day of September in the year of our Lord seventeen hundred and twelve, between Eli C. Freeman and Isabel Freeman his wife of the City of Riley of Manhattan in the County of Riley and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two hundred and seventy-five 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 part 2d 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:

The South half (1/2) of lot number Seven (7) and the North half (1/2) of Lot number Eight (8) in Block number Twelve (12) Lane Place, in the City of Lawrence, said County and State,

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm 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, or his assigns, as his interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%

with all the appurtenances, and of the estate, title and interest of the said part 1st 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 Two hundred and seventy-five 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 part 2d of the second part Payable three years after date with interest thereon according to the terms of said note and Confirms 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 part 2d 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 2d making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Eli C. Freeman [SEAL]

Isabel Freeman [SEAL]

[SEAL]

STATE OF KANSAS,

Riley County } ss.

BE IT REMEMBERED, That on this 21st day of Sept A. D. 1912, before me, P. C. Heider a Notary Public in and for said County and State, came Eli C. Freeman and Isabel Freeman, his wife

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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 May 15 1915

P. C. Heider

Notary Public.

Filed for Record the 10 day of Oct A. D. 1912, at 2 o'clock a M.

Thoyd R. Lawrence Register of Deeds.

Deputy.

This mortgage is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. Attest: my hand this 23rd day of Oct A. D. 1912.

Recorded Oct 4 - 1912
Thoyd R. Lawrence
Register of Deeds