

# MORTGAGE RECORD No. 49.

559511

MORTGAGE STANDARD FORM. Gazette Co., Printers, Ill. Vets and Trade Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of October in the year of our Lord 1912  
seventeen hundred and twelve, between Walter H. King and Abigail R. King  
his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and S. C. Johnston of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen hundred and 00/100 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 number One Hundred and Thirty three (133) on Rhode Island Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Walter H. King and Abigail R. King 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 \$1700.00

according to the terms of One certain note this day executed and delivered by the said Walter H. King and Abigail R. King to the said party of the second part due on or before 5 years after date with interest at six per cent per annum payable semi-annually at Peoples State Bank, Lawrence, Kan.

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 of the first part making such sale, on demand, to said Walter H. King and Abigail R. King heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Walter H. King [SEAL]  
Abigail R. King [SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of October A. D. 1912, before me, Thomas Hurley a Notary Public in and for said County and State, came Walter H. King and Abigail R. King, his wife 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 September 19 1914 Thomas Hurley Notary Public.

Filed for Record the 22 day of Oct A. D. 1912, at 10 o'clock 9 M.  
Flora L. Lawrence Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:  
 This mortgage is being placed on file for record on this 21st day of October 1912.  
 S. C. Johnston  
 Register of Deeds

Recorded Sept. 2nd 1914  
 Flayed L. Lawrence  
 Register of Deeds