

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

This Indenture, Made this 7<sup>th</sup> day of November in the year of our Lord nineteen  
hundred and Twelve, between J. I. Maxwell, a single man  
of Lawrence in the County of

Witnesseth, That the said part 4 of the first part, in consideration of the sum of One hundred Twenty Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part 4 of the second part their 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 six (6) in addition number Five (5) in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said H. A. Maxwell do hereby covenant and agree that at the delivery hereof he 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 One Hundred Twenty-Five Dollars according to the terms of One certain note this day executed and delivered by the said W. S. Maxwell to the said party of the second part said note bearing interest at 10% interest from maturity.

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 be 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, ~~the~~ *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 making such sale, on demand, to said *W. S. Maymell* heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has be hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of  
W S Maxwell

W.S. Maxwell [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED That on this 7 day of November A. D. 1972, before me, He undersigned a Notary Public in and for said County and State, came

\_\_\_\_\_ 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 last above written.

My Commission Expires March 11th 1916

Arthur M Spalding  
Notary Public

Filed for Record the 9 day of Nov A. D. 1912, at 5 o'clock P. M.

Lloyd L. Lawrence, Register of Deeds.  
Deputy.