

MORTGAGE RECORD No. 49.

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

This Indenture, Made this Seventeenth of December in the year of our Lord nineteen hundred and twelve, between James M. Crowder and Nettie Crowder, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Thomas M. Crowder of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand 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 north half of the South East quarter of Section No Eight (8) Township No Twelve (12) South of Range No Fifteen (15) East of the Sixth Principal Meridian, Kansas, less one acre acrementary

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said James M. Crowder and Nettie Crowder 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 Thousand 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 on or before Jan 1 1923, interest 6% payable Annually

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 James M. Crowder, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written. Signed, Sealed and Delivered in presence of James M. Crowder [SEAL] Nettie Crowder [SEAL]

STATE OF KANSAS, Douglas County } ss. BE IT REMEMBERED, That on this 17 day of December A. D. 1912, before me, L. S. Steele a Notary Public in and for said County and State, came James M. Crowder and Nettie Crowder, 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 June 20 1914 L. S. Steele Notary Public.

Filed for Record the 17 day of Dec A. D. 1912, at 2 1/2 o'clock P. M. Floyd L. Lawrence Register of Deeds. Deputy.

This instrument is subject to the provisions of the Act of August 11, 1912, Chapter 107, Laws of Kansas, A. D. 1912, which provides that any instrument executed after the date of said Act, and which is not a mortgage, shall be subject to the provisions of said Act, and that any instrument executed after the date of said Act, and which is a mortgage, shall be subject to the provisions of said Act, and that any instrument executed after the date of said Act, and which is a mortgage, shall be subject to the provisions of said Act.

Recorded Sept 18 1912 Carroll T. Worthington Register of Deeds.

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