

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 20th day of December in the year of our Lord Nineteen
hundred and twelve, between
Park Hitzel and Eva Hitzel, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
(\$1,000.00) one 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 party of the second part this ^{interest} ~~interest~~ 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 29 Connecticut street, City of Lawrence, The Mortgagors agree to keep the
buildings on premises insured against fire, lightning and windstorms to the extent
of their insurable value, in a company or companies approved by this mortgage with
mortgage clause making loss payable to said mortgagee, or its assigns, as interest
may appear and failing so do to, 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 all the estate, title and interest of the said part ~~ies~~ of the first part therein. And the said
Park Hitzel and Eva Hitzel do hereby covenant and agree that
at the delivery hereof they are 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 thousand dollars
according to the terms of one certain note this day executed
and delivered by the said Park Hitzel and Eva Hitzel to the said party of the second part

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, their ~~executors, administrators~~ ^{successors} 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 Park Hitzel and Eva Hitzel, their
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

Park Hitzel [SEAL]

Eva Hitzel [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 1912, before me,
Hugh Blair a Notary Public in and for said County and State, came
Park Hitzel and Eva Hitzel



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 29th Dec 1913

Hugh Blair Notary Public.

Filed for Record the 21st day of Dec A. D. 1912, at 9³⁰ o'clock 9 M.

Hoyd L. Lawrence Register of Deeds.
R. M. M. Donnell Deputy.

The above is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, Lawrence, Kas. This certificate is subject to the provisions of the Act of March 14, 1909, Chapter 104, Laws of Kansas, and the Act of March 14, 1909, Chapter 104, Laws of Kansas, and the Act of March 14, 1909, Chapter 104, Laws of Kansas.

Recorded Dec. 14th 1920
 Estelle D. Westbrook
 Register of Deeds.

This mortgage is subject to the provisions of the Act of March 14, 1909, Chapter 104, Laws of Kansas, and the Act of March 14, 1909, Chapter 104, Laws of Kansas, and the Act of March 14, 1909, Chapter 104, Laws of Kansas.

Recorded Dec. 14th 1920