

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 10 day of December in the year of our Lord Nineteen  
hundred twelve (1912), between Edward E. Plank and Laura A. Plank,  
husband and wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Eighteen Hundred and no/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:

Lots numbered eighteen (18) and nineteen (19) block thirteen (13)  
James Second Addition to the City of Lawrence, in the County of  
Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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  
\$1500.00  
 according to the terms of one certain note this day executed  
 and delivered by the said Parties of the first part 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, 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 parties of the first part, 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

Edward E. Plank [SEAL]  
Laura A. Plank [SEAL]  
 \_\_\_\_\_ [SEAL]

STATE OF KANSAS, Mo. } ss.  
Cass County

BE IT REMEMBERED, That on this 19<sup>th</sup> day of December A. D. 1912, before me,  
D. C. Barnett a Notary Public in and for said County and State, came  
Edward E. Plank and Laura A. Plank, his wife,  
 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  
 year last above written.  
 My Commission Expires April 30 1913 D. C. Barnett Notary Public.

Filed for Record the 21 day of Decr A. D. 1912, at 11<sup>45</sup> o'clock a M.

Oliver L. Lawrence Register of Deeds.  
R. M. McAnnell Deputy.

Recorded June 16<sup>th</sup> 1911  
 By J. C. Barnett  
 Register of Deeds

E. S.