

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers, 147-149 and Black Hook Masters, Lawrence, Kan.

The following is endorsed on the original instrument: This mortgage is a lien on the property described herein and the mortgagor has no other interest in the same. The mortgagee has no interest in the property described herein. As witness my hand and seal this 11th day of January, 1913.

Carl H. Setberger  
M.B. Leonard

Recorded May 14 1914  
Lloyd S. Lawrence  
Register of Deeds  
Lawrence, Mo.

This Indenture, Made this 2 day of January in the year of our Lord one thousand nine hundred and thirteen (1913), between Emma H. Hunsinger, a single woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Carl H. Setberger

**Witnesseth**, That the said part 1 of the first part, in consideration of the sum of Seven Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does grant, bargain, sell and mortgage to the said part 1 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 No One Hundred Thirty seven (137) on New York Street, in the City of Lawrence, and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof she 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 \$900<sup>00</sup> according to the terms of one certain note this day executed \_\_\_\_\_ and delivered by the said Party of the first part to the said part 1 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 part 1 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 1 making such sale, on demand, to said Party of the first part, her heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part have hereunto set her hand and seal the day and year first above written.  
Signed, Sealed and Delivered in presence of  
Emma H. Hunsinger [SEAL]  
\_\_\_\_\_  
\_\_\_\_\_  
[SEAL]  
[SEAL]

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 2 day of January A. D. 1913, before me, U. S. G. Plank a Notary Public in and for said County and State, came Emma H. Hunsinger, a single woman 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 December 11 1915 U. S. G. Plank Notary Public.

Filed for Record the 6 day of Janry A. D. 1913, at 2:45 o'clock P. M.  
Lloyd S. Lawrence Register of Deeds.  
\_\_\_\_\_  
Deputy.