

MORTGAGE RECORD No. 49.

621

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

This Indenture, Made this 18th day of January in the year of our Lord Thirteen hundred and thirteen, between Sherman Wiggins and Hazel Bern Wiggins, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred 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:

Lot Number Twenty-four (24) in Block Number three (3) Haskell Place, an Addition to the City of Lawrence, in said County and State.

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 of by this mortgagee with mortgage clause making loss payable to said mortgagee or assigns, as interest may appear, and failing so to do, 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 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 Thirteen Hundred 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 party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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

Sherman Wiggins [SEAL]
Hazel Bern Wiggins [SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of Jan A. D. 1913, before me, the undersigned Notary Public in and for said County and State, came Sherman Wiggins and Hazel Bern Wiggins, 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 March 11 1916 Arthur M. Spalding Notary Public

Filed for Record the 30th day of January A. D. 1913, at 11:36 o'clock A. M.
Raymond L. Lawrence Register of Deeds.
R. M. McConnell Deputy.

Recorded Aug 5 1913
Sherman Wiggins
Hazel Bern Wiggins
Hugh Blair
Notary of Deeds
I am Lawrence and Co. (Prop. of Co. 163)

in the County of
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Notary Public
Notary Public.
Register of Deeds,
Deputy.