

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 25th day of January in the year of our Lord nineteen
hundred & fourteen, between Vernice B. Elliot and Fred S. Elliot
her husband of the City of of Denver in the County of
Denver and State of Colorado, of the first part, and _____ of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of _____ 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 y 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 Three (3) in Block number Seven (7) of Doane's Sub-division of Earl's 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 his interest may appear, and failing to do so 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 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 Six 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 part y of the second part Payable three 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 part y 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 y making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Vernice B. Elliot [SEAL]
Fred S. Elliot [SEAL]
[SEAL]

STATE OF Colorado
Denver County } ss.

BE IT REMEMBERED, That on this 28th day of January A. D. 1913, before me, Bertha Blood a Notary Public in and for said County and State, came Vernice B. Elliot and Fred S. Elliot, her
husband 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 June 27 1916 Bertha Blood Notary Public.

Filed for Record the 1 day of February A. D. 1913, at 9²⁵ o'clock A M.
Lloyd L. Lawrence Register of Deeds.
Deputy.

The following is entered on the original instrument:
The note hereon described being duly paid, the mortgage is hereby
released and the land hereby mortgaged is discharged.
As witness my hand this 30th day of April A. D. 1923
John H. Hargis
Register of Deeds

Recorded April 3rd 1923
Opal E. Woolman
Register of Deeds
For Assignment per Book 64 Page 103.