

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 26th day of February in the year of our Lord one thousand
hundred & thirteen, between
Hillard L. Eubanks and wife Mammie Eubanks of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
John M. Allison and Mary A. Allison of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred Forty-five 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 Two Hundred and three (203) on Locust Street
in that part of the City of Lawrence formerly known as
North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Hillard L. Eubanks and Mammie Eubanks, his wife 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 Forty-five Dollars
according to the terms of a certain promissory note this day executed
and delivered by the said Hillard L. Eubanks and Mammie Eubanks, his wife to the said part y 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 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 Hillard L. Eubanks and Mammie Eubanks, his wife
heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Hillard L. Eubanks [SEAL]
Mammie Eubanks [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of Feb A. D. 1913, before me,

The undersigned a Notary Public in and for said County and State, came
Hillard L. Eubanks and Mammie Eubanks
husband and wife 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 June 5th 1913

Henry L. Persons
Notary Public.

Filed for Record the 27 day of February A. D. 1913 at 9 o'clock A M.

Thoyd L. Lawrence Register of Deeds.
Deputy.

Recorded
March 19 1913
John M. Allison
Register of Deeds.

Recorded
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John M. Allison
Register of Deeds.

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