

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 26th day of February in the year of our Lord nineteen hundred and Thirteen, between Willard L. Eubanks and Mamie Eubanks, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh B. Law of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and thirty-two & 5/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doth grant, bargain, sell and mortgage to the said part 4 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 Joane's Sub-division of Earl's Addition to the City of Lawrence, said County and State

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 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 One hundred & thirty-two & 5/100 Dollars according to the terms of one certain note dated 27th Jan 1913 and delivered by the said Parties of the first part to the said part 4 of the second part Payable six months after date with interest at 7% from date until due and 10% after maturity until paid

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 4 of the second part, its 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 4 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  
Jennie Hatt  
Having first been explained to said Mamie Eubanks who said she understood the same & made her mark here to my presence

Willard L. Eubanks [SEAL]  
Mamie Eubanks [SEAL]  
mark [SEAL]

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1913, before me, Jennie Hatt a Notary Public in and for said County and State, came Willard L. Eubanks and Mamie Eubanks his 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 30th March 1916 Jennie Hatt Notary Public.

Filed for Record the 3 day of March A. D. 1913, at 5 o'clock P M.  
Hugh B. Lawrence Register of Deeds.  
Deputy.

In consideration of full price paid by the mortgagor, the mortgagee releases the same this 7 day of October 1921

ATTEST:

Jennie Hatt  
Notary Public