

MORTGAGE RECORD No. 42.

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This Indenture, Made this third day of December in the year of our Lord, twentieth hundred and one, between Albert W. Taylor and Julia V. Taylor, his wife, of the City of Douglas 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 One hundred and sixty-one and 50/100 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 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: the south half (1/2) of lot number eighteen (18) in addition number eight (8) in that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas.

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 save and except a mortgage of \$50.00 to Fred E. Thompson dated 20th Nov-1900 for four parts.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and sixty-one and 50/100 Dollars according to the terms of certain Promissory Note this day executed

and delivered by the said parties of the first part to the said parties of the second part payable twelve months after date with interest at 7% from date semi-annually.

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 parties 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 parties 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 hand and seal the day and year first above written.

Signed, Stated and Delivered in Presence of

Jennie Hall

A. W. Taylor [SEAL]

Julia V. Taylor [SEAL]

[SEAL]

(Seal)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 3rd day of December A. D. 1901, before me

Jennie Hall

Albert W. Taylor and Julia V. Taylor, 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 30th Dec. 1901

Jennie Hall

Notary Public.

Filed for Record the 9th day of Sept. A. D. 1901 at 4:10 o'clock P. M.

B. F. Norman, Register of Deeds.

By Lillie F. Norman, Deputy.

The following is recorded in the original instrument of mortgage
the notary having specified being part and integral of the mortgage
is hereby released, and the law thereby created discharged. (C)
witness my hand this 25th day of Dec. 20th-1901. - Hugh Blair

Recorded - 1901 - 11th - 1901 -
B. F. Norman, Register of Deeds,
By Lillie F. Norman, Deputy.

In consideration of full pay-
ment of the - with them -
I hereby release the same this

What -