

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, JOURNAL Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Nineth day of November in the year of our Lord, Nineteen hundred and one, between Amanda S. Martin and William S. Martin, her husband, of North Lawrence in the County of Douglas and State of Kansas, of the first part, and Jennie Watt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One 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-two (22) in Addition number Five (5) and their undivided half interest in south half of lot number Twenty-one (21) in said Addition five (5) in that part of the city of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party 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 \$200.00 on said lot No. 22 dated 25 June 1901 made by and between the same parties hereto.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars

according to the terms of One certain mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part payable two & one half (2 1/2) years after date with interest in meantime according to coupons attached to said note.

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 of the second part making such sale, on demand, to said parties of the first part - their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jennie Watt

Amanda S. Martin [SEAL.]

Wm. S. Martin [SEAL.]

[SEAL.]

(seal)

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 19 day of Nov. A. D. 1901, before me



Jennie Watt a Notary Public in and for said County and State, came

Amanda S. Martin & William S. Martin - 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 30 Nov. 1904

Jennie Watt  
Notary Public

Filed for Record the 19 day of Sept. A. D. 1901 at 11 45 o'clock A. M.

G. H. Sosman, Register of Deeds.

By Lillie B. Sosman, Deputy.

Recorded July 14<sup>th</sup> 1904  
Register of Deeds,  
City of Lawrence, Kansas