

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Twelfth day of October in the year of our Lord, Nineteen hundred and two between Ernest A. Roe and Laura Roe his wife, and Emma S. Felt, a single woman, of Neiland in the County of Douglas and State of Kansas, of the first part, and Agnes Long of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand (1000) 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 west fifty acres (50) of the north west quarter of section Sixteen (16) Township No. Twenty (20) Range No. Twenty (20) East of the 6<sup>th</sup> principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ernest A. Roe and Laura Roe, his wife, and Emma S. Felt 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 inalienable 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 Thousand Dollars according to the terms of One certain promissory note this day executed

and delivered by the said Ernest A. Roe and Laura Roe his wife jointly to the said part of the second part on the 21<sup>st</sup> day of May A.D. 1900 - Payable three years after date, with interest at 6% per cent payable 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 part 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 Grantors, their heirs and assigns, the mortgage is intended to take the place of our former mortgage with the above described land.

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, Sealed and Delivered in presence of

Ernest A. Roe [SEAL.]

Laura Roe [SEAL.]

Emma S. Felt [SEAL.]

(Seal)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of October A. D. 1902, before me

Joseph Sliff a Notary Public in and for said County and State, came Ernest A. Roe and Laura Roe his wife and Emma S. Felt, a single woman, 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 Jan. 4<sup>th</sup> 1904

Joseph Sliff Notary Public.

Filed for Record the 7<sup>th</sup> day of Oct. A. D. 1902, at 4<sup>30</sup> o'clock P. M.

L. F. Dolman, Register of Deeds.

Ray Allic Robertsman, Deputy.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 4<sup>th</sup> day of August, A.D. 1903.

Recorded Aug 4<sup>th</sup> 1903, W. W. Dolman, Register of Deeds.