

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKMAC CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 4<sup>th</sup> day of May in the year of our Lord, nineteen hundred and one between Charlotte Layport & P. W. Layport her husband, and Sarah Featherston unmarried, of Baldwin in the County of Douglas and State of Kansas, of the first part, and Sarah M. Hults of the second part:

Witnesseth, That the said part in of the first part, in consideration of the sum of Three 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 part of of the second part her 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:

East half of south west quarter of section No. Twenty seven (27) Township No. Fourteen (14) South of Range No. Eighteen (18) East of the sixth Principal Meridian Kansas, containing 80 acres more or less,

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said First Parties 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 Three Hundred Dollars according to the terms of and certain Note this day executed and delivered by the said Charlotte Layport, P. W. Layport & Sarah Featherston to the said part of of the second part Payable in three years interest according to 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 part of of the second part her 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 making such sale, on demand, to said Charlotte Layport and heirs and assigns, Sarah Featherston.

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

Charlotte Layport [SEAL]

P. W. Layport [SEAL]

Sarah Featherston [SEAL]

(Seal)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 4 day of May A. D. 1901, before me L. S. Steele a Notary Public in and for said County and State, came Charlotte Layport, P. W. Layport, husband & Sarah Featherston 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 June 20 1902

L. S. Steele Notary Public.

Filed for Record the 7 day of Oct. A. D. 1902, at 2<sup>15</sup> o'clock P. M. Spencer, Kansas.

L. E. Kosman, Register of Deeds.

Ry. Ellis & E. Kosman, Deputy.

The following is contained on the original with respect to the Note herein discussed having been paid in full this mortgage is hereby released and the title to the land hereby conveyed is changed. Witness my hand this 20th day of August A.D. 1902.

Re-recorded April 20<sup>th</sup> 1902, A.D. Christy, Register of Deeds.