

MORTGAGE RECORD No. 42.

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

This Indenture, Made this twelfth day of September in the year of our Lord, nineteen hundred and two, between May S. McCalland and Oliver McCalland her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Thomas Cordy of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred Dollars, to him 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: East fifty acres of southeast quarter of southeast quarter of Section 46, T. 19, R. 19.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said May S. McCalland and Oliver McCalland her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of seven hundred and fifty Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars according to the terms of two certain notes this day executed and delivered by the said May S. McCalland and Oliver McCalland her husband to the said party of the second part Thomas Cordy

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 making such sale, on demand, to said May S. McCalland and Oliver McCalland heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands and seal the day and year first above written. Signed, Sealed and Delivered in Presence of May S. McCalland [SEAL.] Oliver McCalland [SEAL.]

STATE OF KANSAS, County of Douglas ss. BE IT REMEMBERED, That on this 12th day of September A. D. 1902, before me Cordius C. Lindley a Notary Public in and for said County and State, came May S. McCalland and Oliver McCalland 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 June 2nd 1905 Cordius C. Lindley Notary Public.

Filed for Record the 12th day of Nov A. D. 1902 at 4:35 o'clock P M. G. F. Foxman Register of Deeds. Deputy.

*Handwritten notes:*  
The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Lawrence, Kansas, on the 12th day of September, 1902.  
Recorded January 7th 1903  
G. F. Foxman  
Register of Deeds