

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Eight day of December in the year of our Lord, Nineteen hundred and two, between Chas. A. Daylor and Clara B. Daylor (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

E. J. Parker of the second part: **Witnesseth**, That the said parties of the first part, in consideration of the sum of One Thousand 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 two hundred and twenty (220) Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chas. A. Daylor & Clara B. Daylor 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.

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 Mortgage this day executed and delivered by the said Chas. A. Daylor & Clara B. Daylor to the said party of the second part his heirs or assigns

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 Chas. A. Daylor his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Chas. A. Daylor [SEAL]
Clara B. Daylor [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 5th day of December A. D. 1902, before me John M. Newlin a Notary Public in and for said County and State, came Chas. A. Daylor and Clara B. Daylor

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 April 18th 1903

John M. Newlin Notary Public.

Filed for Record the 6 day of Dec A. D. 1902, at 4:40 o'clock P. M.

G. F. Gorman Register of Deeds.
Deputy.

The following is endorsed on original instrument: This mortgage is to be paid in full on or before the 1st day of January 1903. Chas. A. Daylor and Clara B. Daylor. My hand and seal this 5th day of December 1902. E. J. Parker.

Recorded June 19 02 1903. Chas. A. Daylor and Clara B. Daylor. My hand and seal this 5th day of December 1902. E. J. Parker.