

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this First day of December in the year of our Lord, Nineteen hundred and two, between John Gannon and Jennie Gannon of Lamar in the County of Douglas and State of Kansas, of the first part, and J. M. Newlin 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 No nine (9) in Block No Twenty Twenty Two (22) S. 1/2 Sec 10 Addition to the City of Lamar

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Gannon and Jennie Gannon 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 hundred dollars according to the terms of one certain note this day executed and delivered by the said John Gannon and Jennie Gannon 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 John Gannon 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

John Gannon [SEAL]  
Jennie Gannon [SEAL]

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 1st day of December A. D. 1902, before me John M. Newlin a Notary Public in and for said County and State, came John Gannon and Jennie Gannon

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 April 1st 1903

John M. Newlin Notary Public.

Filed for Record the 1 day of Dec A. D. 1902, at 4 o'clock P. M.

G. F. Soxman Register of Deeds.  
Deputy.

The following is enclosed and the original instrument is being retained, and the said party of the first part is hereby advised that the same will be destroyed by the County Clerk of Douglas County, Kansas, on the 1st day of May, A.D. 1907.

Recorded - May 2nd 1904 -  
W. Connelley  
Register of Deeds.

The following is enclosed and the original instrument is being retained, and the said party of the first part is hereby advised that the same will be destroyed by the County Clerk of Douglas County, Kansas, on the 1st day of May, A.D. 1907.