

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this fifth day of January in the year of our Lord, thirteen hundred and three, between Wlysses H. Weidman and Addie M. Weidman, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. S. H. Morgan, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three hundred (\$300.00) 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 2d 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:

Lot eleven (11) and twelve (12) in Addition number eight (8) in that part of the City of Lawrence, known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 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 Three hundred dollars according to the terms of and certain promissory note this day executed and delivered by the said parties of the first part to the said part 2d of the second part Mrs. S. H. Morgan,

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 2d 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 part 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Frank A. Clark

Wlysses H. Weidman, [SEAL.]

Addie M. Weidman, [SEAL.]

[SEAL.]
(real)

STATE OF KANSAS, } ss.

County of Douglas

BE IT REMEMBERED, That on this 5th day of January A. D. 1902, before me Minnie P. Davis a Notary Public in and for said County and State, came Wlysses H. Weidman and Addie M. Weidman, his wife, 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 July 26th 1902 Minnie P. Davis, Notary Public.

Filed for Record the 5th day of Jan. A. D. 1902 at 4¹⁵ o'clock P. M.

G. S. Soman, Register of Deeds.

By Elsie B. Soman, Deputy.

Recorded by Min. 29-07-
 At Lawrence, Kan., of Min.
 and the County Clerk's office
 witnesses and had the same
 witnessed by Min. S. H. Morgan
 State of Kansas.

This mortgage is subject to the provisions of the mortgage law of Kansas, and the mortgagee is hereby released and they are hereby discharged.