

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 2nd day of January in the year of our Lord, Nineteen hundred and three 1903, between Ernest Ables and Rosina Ables, his wife of Johnson and State of Kansas, of the first part, and C. A. Hill of the second part:

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

The North West quarter of Section Eighteen (18) Township Thirteen (13) Range & County One (21) East of 6th Principal Meridian in Kansas, containing One hundred & fifty seven (157) acres, more or less - Also about Two (2) acres of the Northeast quarter of Section Thirteen (13) Township Thirteen (13) Range & County (21) location described more minutely by starting at the Southeast corner of aforesaid Northeast quarter thence North on the section line to the middle of Little Wakarusa Creek thence down the center of said creek to the crossing of said stream by aforesaid section line continued North, said tract lying in the bend of said stream on the east side thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Ernest Ables and Rosina Ables do hereby covenant and agree that at the delivery hereof they all the lawful owner(s) 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 thousand dollars and the interest thereon from March 1st 1903, according to the terms of one certain Promissory Note this day executed and delivered by the said Ernest Ables & Rosina Ables to the said party of the second part Notes for \$3000. payable over a period of six years from March 1st 1903 with interest at six per cent per annum and payable annually

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 parties of the first part or their heirs and assigns.

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 Ernest Ables [SEAL] Rosina Ables [SEAL]

STATE OF KANSAS, County of Douglas } ss. BE IT REMEMBERED, That on this 2nd day of January A. D. 1903, before me Henry Ables a Notary Public in and for said County and State, came Ernest Ables and Rosina Ables his wife to me personally known to be the same person(s) 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 Oct 14th 1903 Henry Ables Notary Public.

Filed for Record the 21st day of January A. D. 1903, at 10 o'clock P. M. A. W. Armstrong Register of Deeds. J. B. Bowman Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand and seal this 21st day of January, A. D. 1911. C. A. Hill

Recorded August 25-1911 Floyd S. Lawrence Register of Deeds