

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 19th day of January in the year of our Lord nineteen hundred and three, between John E. North and Delia W. North husband and wife of Lawrence, Kan. in the County of Douglas and State of Kansas, of the first part, and Arthur P. Roser of Ontario, N. Y. and State of New York of the second part:

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

Beginning at the S. E. corner of the S. E. quarter of Section two (2) township fourteen (14) south of range eighteen (18) east of the 6th P. M. Meridian with the east line of said quarter the ten hundred and twenty (1320) feet to the N. E. corner of the S. E. quarter of the S. E. quarter of said Section two (2) thence with two hundred and fifty and five tenths (250 5/10) feet thence South sixty-four degrees (64°) West two hundred and forty-four feet thence North thirty-one degrees (31°) and fifty minutes (56') West nine hundred and thirty-five feet thence (935 1/10) feet thence South thirty-seven degrees (37°) West four hundred and fifty (450) feet to the west line of said S. E. quarter of Section two (2) thence with said west line a short two hundred and fifty (250) feet to the S. E. corner of said S. E. quarter of the S. E. quarter of said Section two (2) thence East the ten hundred and twenty (1320) feet with the south line of said S. E. quarter of Section two (2) to a point on the south line of said S. E. quarter of Section two (2) a distance of about 1/4 of an acre on the west side of the highway being part of 10 acres conveyed by Deed of Arthur P. Roser to said John E. North.

John E. North do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$200 recorded in Book 38 of mortgage of page 1 a mortgage of \$300 recorded in Book 38 of mortgage of page 166.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said John E. North and Delia W. North husband and wife to the said party of the second part conditioned to pay Four hundred dollars in five years from 1 Jan 1903 at the Lawrence National Bank with seven percent interest to be paid annually on the 1st day of January

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 E. North his 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 John E. North [SEAL] Delia W. North [SEAL]

STATE OF KANSAS, County of Douglas BE IT REMEMBERED, That on this 19th day of January A. D. 1903 before me

Geo. A. Danke a Notary Public in and for said County and State, came John E. North and Delia W. North husband and 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. Geo. A. Danke Notary Public.

My Commission Expires Nov 27 1904 Filed for Record the 21st day of January A. D. 1903, at 2:45 o'clock P. M. A. W. Armstrong Register of Deeds. J. C. Bowman Deputy.

Vertical text on the left margin: The following is endorsed on the original instrument... Therman herein described having been fully paid, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 19th day of January, A. D. 1903. John W. McCasland

Assigned Book 38, page 94.

Recorded Aug 22 1912 Floyd J. Sawstra Register of Deeds P. M. McConnell Deputy

Vertical text on the right margin: The following is endorsed on the original instrument... The parties herein named have been fully paid in full this mortgage... The parties herein named have been fully paid in full this mortgage... The parties herein named have been fully paid in full this mortgage...