

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKMAC Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this fourth day of February in the year of our Lord 1902
Hundred & Four, between James H. Day and Mary J. Day his wife
 of Laurance in the County of

Douglas and State of Kansas, of the first part, and
Myrtle Ewing of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Twenty Six Hundred (\$2600) 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 of 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: Commencing at the south-west corner of
South-west quarter of Section twenty Township thirteen Range
nineteen; thence north fifty rods thence east ninety-six rods,
thence south fifty rods thence west ninety-six rods to beginning,
containing thirty acres. Also the south half of the south-west
quarter of Section eleven Township thirteen Range nineteen
East of 6. P. M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
James H. Day and Mary J. Day his wife 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 inalienable
 estate of inheritance therein, free and clear of all incumbrances except amounting to the land lost above described
for the O. W. S. in Book 33 Page 152 in Book of Mortgages in Register's Office
Office Douglas County, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of

Twenty Six Hundred
 according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part of of the second part
Myrtle Ewing

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

IN WITNESS WHEREOF, The said part of 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

James H. Day [SEAL]
Mary J. Day [SEAL]
Myrtle Ewing [SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 4th day of February A. D. 1902, before me
John M. Newlin a Notary Public in and for said County and State, came
James H. Day and Mary J. Day
 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 13 1902

John M. Newlin
 Notary Public.

Filed for Record the 12th day of February A. D. 1902, at 2 o'clock P. M.

W. W. Armstrong Register of Deeds.
 Deputy.

The following is a copy of an original instrument
 recorded Jan 27th A.D. 1902
 in the public records of Douglas County, Kansas
 is hereby released and the same hereby ordered
 as between my hand this 27th day of Jan. A.D. 1902
 Myrtle Ewing
 By J. C. Thompson
 Deputy.