# MORTGAGE RECORD No. 42.

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

This Indenture, Made this 2nd day of February in the year of our Lord Nineteen hundred and three, between David E. McNees and Mary L. McNees his wife of La Center in the County of Clark and State of Washington, of the first part, and Ella M. Gill 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 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: Lots One 1 Two 2 Three 3 Four 4 Nine 9 Ten 10 Eleven 11 and Twelve 12 in Block number Eighty five 85 in what was formerly known as Polmyra, now in the City of Lecompton Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David E. McNees and Mary L. McNees 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 $400 with interest according to the terms of Eleven certain coupon notes real estate and this day executed and delivered by the said David E. McNees and Mary L. McNees to the said party of the second part the said notes bearing date of Lincland Kansas January 10. 1903

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.

*Signed, Sealed and Delivered in Presence of*

Joseph Brothers
E. A. Bannel

David E. McNees [SEAL.]
Mary L. McNees [SEAL.]
[SEAL.]

STATE OF ~~KANSAS~~ Washington, County of Clark } ss.

BE IT REMEMBERED, That on this 2nd day of February A. D. 1903, before me a Justice of the Peace a Notary Public in and for said County and State, came David E. McNees and Mary L. McNees 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 Term Commission Expires Jan. 13 1905

Joseph Brothers
Justice of the Peace Notary Public.

Filed for Record the 11th day of February A. D. 1903, at 2 55 o'clock P. M.

J. W. Armstrong Register of Deeds.

Deputy.

State of Washington County of Clark ss. I, J. W. Armstrong County Clerk and Clerk of the Superior Court of the State of Washington for the County of Clark do hereby certify that the annexed and foregoing is a true and complete copy of a mortgage made by David E. McNees and Mary L. McNees his wife to Ella M. Gill as appears of record in my office pursuant to law. Witness my official signature and the seal of said Court this 2 day of June 1903.

J. W. Armstrong
County Clerk and Clerk of the Superior Court

The following is endorsed on the original instrument:
The note herein described having been paid in full
The mortgage is hereby released and the lien
therein created discharged as witness my hand this 7th day of July A.D. 1909
A. F. Allen
Mrs. Jas. McPheters

Ella M. Gill.

Recorded July 19. 1909
Floyd L. Pearson