

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this second day of March in the year of our Lord, Nineteen  
hundred and three, between William E. Martin, an unmarried man of the  
Township of Kanawaka in the County of  
Douglas and State of Kansas, of the first part, and  
Fanny Bergman of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of  
Two Thousand Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents does grant, bargain, sell and mortgage  
to the said part 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: The North East Quarter (1/4) of Section Five  
(5) in Township Thirteen (13) of Range Nineteen (19) in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
William E. Martin 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 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  
Two Thousand Dollars  
according to the terms of one certain Mortgage Note this day executed  
and delivered by the said William E. Martin to the said part of the second part  
Payable three years after date with interest thereon according to the  
terms of said note and coupons thereto attached.

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 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 William E. Martin his  
heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

William E. Martin [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas,

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of March A. D. 1903, before me  
Hugh Blair a Notary Public in and for said County and State, came  
William E. Martin an unmarried man  
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 25<sup>th</sup> Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 2<sup>nd</sup> day of March A. D. 1903, at 12<sup>20</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

By J. C. Lowman Deputy.

The following is a copy of the original mortgage instrument  
as it appears in the original mortgage instrument  
and the first thing recorded in the original mortgage instrument.  
The witness may have this 25<sup>th</sup> day of February A.D., 1905.

Recorded Feb. 25 - 1905  
By Blair & Co., Notary Public,  
Reg. of Deeds.

The following is a copy of the original mortgage instrument  
as it appears in the original mortgage instrument  
and the first thing recorded in the original mortgage instrument.  
The witness may have this 25<sup>th</sup> day of February A.D., 1905.

Recorded Mar 8 - 1905.