

MORTGAGE RECORD No. 42.

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This Indenture, Made this twelfth day of March in the year of our Lord, Nineteen hundred and three, between Howard J. Warren (unmarried) of Lone Star in the County of Douglas and State of Kansas, of the first part, and Elijah J. Gay of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Nineteen hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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: The North West 1/4 Section 19 Township 14 Range 19 East of 6 P.M. less a strip in the North West corner thereof running East and West by 7 rods wide North and South. Also West 1/4 of South West 1/4 Section 17 Township 14 Range Nineteen East of 6 P.M. less a strip 22 rods wide North and South by 8 rods East and West off the North end thereof. Also Beginning at the North West corner of the North West 1/4 of Section 20 Township 14 Range Nineteen 1/4 East of 6 P.M. thence South 8 rods thence East 1/2 rods to a branch thence northerly 2 rods and branch to the North line of said Section thence West 1/2 rods to the place of beginning. Also Beginning at the South East corner of the South East 1/4 of Section 18 Township 14 Range 19 East of 6 P.M. thence North 1/2 rods thence West 1/2 rods thence South 1/2 rods thence East 1/2 rods to place of beginning 1/2 rods more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Howard J. Warren does hereby covenant and agree that at the delivery hereof him 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 Excepting one Mortgage of Three Thousand Dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of Nineteen hundred Dollars according to the terms of one certain note this day executed and delivered by the said Howard J. Warren to the said party of the second part his heirs and assigns.

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 of the first part, on demand, to said Howard J. Warren heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Howard J. Warren (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 12th day of March A.D. 1903, before me John M. Newlin a Notary Public in and for said County and State, came Howard J. Warren 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 15 1903.

John M. Newlin
Notary Public.

Filed for Record the 7 day of March A.D. 1903, at 2nd o'clock P.M.

All Armstrong Register of Deeds.

By J. L. Brown Deputy.