

MORTGAGE RECORD No. 42.

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

This Indenture, Made this fourth day of March in the year of our Lord, Nineteen hundred and three, between Hattie M. Barrett and W.R. Barrett her husband of the city of Shawnee of Shawnee in the County of Shawnee and State of Kansas, of the first part, and G. Hutchinson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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: Lot 2, number Forty-two (42) and Forty-four (44) on Kentucky Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Parties of the first part 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 save and except a mortgage of \$1600 to Merchants Co. Savings Bank dated 27 July 1902 for five years at 6%. This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable five 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 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 making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part hereunto set their hands and seal of the day and year first above written. Hattie M. Barrett [SEAL] W.R. Barrett [SEAL]

STATE OF KANSAS, County of Shawnee

BE IT REMEMBERED, That on this 5th day of March A. D. 1903, before me Elizabeth E. Smith a Notary Public in and for said County and State, came Hattie M. Barrett and W.R. Barrett her husband 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. Elizabeth E. Smith Notary Public. My Commission Expires May 23rd 1905

Filed for Record the 11th day of March A. D. 1903, at 11 o'clock A.M. A.W. Armstrong Register of Deeds. By J.B. Bowman Deputy.

Handwritten note: This note was given to Elizabeth E. Smith on the 11th day of March 1903. The note hereon described having been paid in full this month of March 1903. It is hereby released and the party creditor Elizabeth E. Smith is to receive the same and this 23rd day of May 1905. W.R. Barrett, Hattie Barrett.

Handwritten note: Record of Jan 2 1906. W. W. Armstrong, Register of Deeds.