

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 1st day of March in the year of our Lord, Nineteen hundred and three, between Jemimah L. Jones and John M. Jones, her husband of the City of Lawrence in the County of Douglas, State of Kansas, of the first part, and S. U. Todd of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two hundred and fifteen Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his 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 number 1 Two hundred and thirteen (13) on Locust Street in Block number Four (4) in North Lawrence a part of the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifteen 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 one year 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 his 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 sale 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jemimah L. Jones [SEAL.]  
J. Mild Jones [SEAL.]  
[SEAL.]

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 10<sup>th</sup> day of March A. D. 1903, before me



Hugh Blair a Notary Public in and for said County and State, came Jemimah L. Jones personally known to me 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 28<sup>th</sup> Decr 1905

Hugh Blair

Notary Public

State of Kansas, County of Allen ss First Remembred that on this 11 day of March A.D. 1903 before me Charles Ross a Notary Public in and for said County and State, came John M. Jones to me personally known to me the same person who executed the foregoing instrument and duly acknowledged the execution of the same, and witness whereof I have hereunto affixed my name and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 26, 1906  
Recorded March 13 A.D. 1903 at 3<sup>rd</sup> o'clock P.M.  
By J. C. Lowman Deputy

Charles Ross  
Notary Public  
A.W. Armstrong  
Register of Deeds

Received March 17-1903  
At the Recorder's Office of Douglas  
County, Kansas