

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 12 day of March in the year of our Lord, 1903  
 between Charles A. Merty unmarried  
 of Endora in the County of  
Douglas and State of Kansas, of the first part, and  
Harry A. Starr of the second part:

Witnesseth, That the said part y. of the first part, in consideration of the sum of  
Five Hundred Dollars,  
 to him duly paid, the receipt of which is hereby acknowledged, ha<sup>d</sup>. sold, and by these presents do<sup>d</sup>. grant, bargain, sell and mortgage  
 to the said part y. 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: All Lot 12 in Block number One Hundred  
and Sublot (112) in the city of Endora according to the plat of said city

with all the appurtenances, and all the estate, title and interest of the said part y. of the first part therein. And the said  
Charles A. Merty do<sup>d</sup>. 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  
Five Hundred Dollars  
 according to the terms of of and certain promissory notes this day executed  
 and delivered by the said Charles A. Merty to the said part y. of the second part  
Harry A. Starr, payable two years from date. Interest 6 per cent per  
annum from date payable semi-annually.

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 y. 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 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 Charles A. Merty his  
 heirs and assigns.

IN WITNESS WHEREOF, The said part y. of the first part ha<sup>d</sup>. hereunto set his hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Charles A. Merty [SEAL]  
 [SEAL]  
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 12 day of March A. D. 1903, before me

C. F. Richards a Notary Public in and for said County and State, came

Charles A. Merty unmarried  
 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 written.

My Commission Expires April 11 1906.

C. F. Richards Notary Public.

Filed for Record the 12 day of March A. D. 1903, at 10 o'clock 4 M.

A. W. Armstrong Register of Deeds.

By J. C. Bowman Deputy.

This following is a duplicate of the original instrument  
 The Notary Public in and for the County of Douglas, State of Kansas,  
 has hereon subscribed his name and affixed his official seal on the day and  
 year first above written, and the same is true and correct as the same  
 was presented to him for recording, and he has hereon subscribed his name  
 and affixed his official seal on the day and year first above written.  
 C. F. Richards

Recorded Sept. 12, 1904.  
 Attest  
 Register of Deeds.

The following is a duplicate of the original instrument  
 The Notary Public in and for the County of Douglas, State of Kansas,  
 has hereon subscribed his name and affixed his official seal on the day and  
 year first above written, and the same is true and correct as the same  
 was presented to him for recording, and he has hereon subscribed his name  
 and affixed his official seal on the day and year first above written.  
 C. F. Richards

Recorded Sept. 7, 1910