

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Eighteenth day of March in the year of our Lord, Nineteen
hundred and three, between William L. Ellis
Francis L. Courtney, David M. Horkman of Douglas in the County of
Douglas and State of Kansas, of the first part, and William L. Ellis of
Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand (4000) 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 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: The South East quarter of Section No Twenty-one
(21) also the South half of the North East quarter of Section No Twenty-one (21)
all in Township No Thirteen (13) South of Range No Eighteen (18) East of
6th Principal Meridian, excepting four (5) acres off the North side of
last described land.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owner of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same
in the quiet and peaceable possession of said second party, his heirs and assigns forever
against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of
Four Thousand

according to the terms of a certain Mortgage note this day executed
 and delivered by the said Parties of the first part to the said party of the second part
for part purchase money of above land which note is due in (5) five years
from the date thereof with interest as specified in said note

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 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 parties of the first part and
 heirs and assigns insurance if note be maintained by parties for half of 2nd part or assigned

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

Francis L. Courtney [SEAL]
David M. Horkman [SEAL]
William L. Ellis [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 19th day of March A. D. 1903, before me

John L. A. Norton a Notary Public in and for said County and State, came
Francis L. Courtney, David M. Horkman and
William L. Ellis 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 Jan 9th 1905

John L. A. Norton
 Notary Public.

Filed for Record the 20 day of March A. D. 1903, at 9 o'clock A M.

W. Armstrong Register of Deeds.

J. L. Foreman Deputy.

For Assignment see Book 51 Page 22