

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKMACON, Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this 25<sup>th</sup> day of February in the year of our Lord, Nineteen  
hundred and three, between Louisa Farris and J. T. Farris her husband  
 of De Soto in the County of  
Douglas and State of Kansas, of the first part, and  
A. C. Holcom of the second part:

**Witnesseth**, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Nine hundred (\$900) 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 part 2<sup>d</sup> 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 one fourth 1/4 of Section twenty seven  
(27) Township thirteen (13) Range nineteen (19) containing one hundred and  
sixty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said  
Louisa Farris and J. T. Farris do hereby covenant and agree that  
 at the delivery hereof they 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 except a mortgage for \$2,000 payable to  
the order of Wm. J. Sinclair, Lawrence, Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Nine hundred dollar  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said parties of the first part to the said part 2<sup>d</sup> of the second part  
A. C. Holcom

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 2<sup>d</sup> 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 their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set their hands and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

J. T. Farris [SEAL.]

Louisa Farris [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Johnson ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of March A. D. 1902, before me

a Notary Public in and for said County and State, came

J. T. Farris and Louisa Farris

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 May 14 1905

L. C. Dow Notary Public.

Filed for Record the 21<sup>st</sup> day of March A. D. 1902, at 2<sup>05</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

J. C. Bowman Deputy.

For affidavit see Book 108 Page 95

(Assigned see Book 108 Page 424)