

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Tenth day of March in the year of our Lord, Nineteen
hundred and Three, between Edward E. Westfall and Jella Westfall
his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and Wm. F. Sinclair of the same place
of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Hundred (\$300.) 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 part 2d 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: Begin at a point Nine (9) Rods West of the center
of the North West quarter of the South West fractional quarter of Section No. twenty-
nine (29) in Township No. Seven (7) South of Range No. Twenty (20) East of
the 6th T.M. thence West Sixty (60) feet, thence North One Hundred and Fifty
(150) feet, thence East Sixty (60) feet, thence South One Hundred and Fifty (150)
feet to the place of beginning.

Parties of the first part agree to maintain insurance to the amount of \$500.
on the buildings now on, or to be erected on, said premises, for the benefit of
the second party, or his assigns during the existence of this lien.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Edward E. Westfall and Jella Westfall, his wife 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 and that they will warrant and defend the same in the quiet
and peaceable possession of the second party, his heirs and assigns forever against the lawful claims
of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of
Three 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 part 2d of the second part
during two years from date with interest from date to maturity as evidenced by coupons attached
thereto, and interest to maturity or default at the rate of ten per cent per annum, until fully paid, or
cash or by Sheriff's Deed to above described property.

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 2d 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 part 2d, making such sale, on demand, to said parties of the first part their
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of
J. Westfall E. E. Westfall [SEAL.]
Wm. F. Sinclair Jella Westfall [SEAL.]
Wm. F. Sinclair [SEAL.]

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 20th day of March A. D. 1903 before me
Geo. B. Edgar a Notary Public in and for said County and State, came
Edward E. Westfall and Jella Westfall, his wife
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 6 1902 Geo. B. Edgar Notary Public.

Filed for Record the 23 day of March A. D. 1903, at 12 o'clock P. M.
A. W. Armstrong Register of Deeds,
J. C. Looman Deputy.

The following is a copy of an original instrument
which was recorded in the office of the Register of Deeds
of Douglas County, Kansas, on the 23rd day of March, 1903.
Witness my hand this 23rd day of March, 1903.
Wm. F. Sinclair

Recorded May 28th A.D. 1903
Attest my hand
this 23rd day of March
My J. C. Looman Deputy.