

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 30<sup>th</sup> day of March in the year of our Lord, Nineteen Hundred and Three, between Morris Krouse and Pappy Krouse husband and wife of Overbrook in the County of Osage and State of Kansas, of the first part, and A. J. Burger of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand and no/100 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 North half (1/2) of the North West quarter (1/4) of Section twenty six (26) Township fourteen (14) South of Range seventeen (17) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said part 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 One thousand dollars according to the terms of one certain promissory note this day executed and delivered by the said Morris and Pappy Krouse to the said party of the second part

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 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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. A. Keeler, Edw. H. Platt, Morris Krouse, Pappy Krouse

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 30<sup>th</sup> day of March A. D. 1903, before me J. A. Keeler a Notary Public in and for said County and State, came Morris Krouse and Pappy Krouse husband and 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 July 1 1905 J. A. Keeler Notary Public.

Filed for Record the 3<sup>rd</sup> day of April A. D. 1903, at 8<sup>00</sup> o'clock A. M. W. Armstrong Register of Deeds. By J. C. Downman Deputy.

The new form described having been filed in this office is hereby released and the old form hereby created obsolete. A witness my hand this 27<sup>th</sup> day of June, A. D. 1912. A. J. Burger

Recorded June 27 1912 Floyd L Lawrence Register of Deeds.

This collection is endorsed on the original instrument. The Note herein described having been paid in full this mortgage