

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 24<sup>th</sup> day of March in the year of our Lord, Nineteen  
hundred and three, between Richard Tarpy, a widow  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
E. J. Emery of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Three Hundred and Fifty (\$350.00) Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he do 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 West fifty four (54) acres of the South one half  
(1/2) of the south west one fourth (1/4) of Section (21) Township  
Twelve (12) South of Range Nineteen (19) East of the North P.M. in the afore-  
said County and State.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Richard Tarpy do 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  
Three Hundred and fifty dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said Richard Tarpy to the said party of the second part  
for three hundred and fifty dollars due in three years with privilege of paying not  
more than \$100.00 on principal or any interest paying date interest at 6% payable 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 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 party of the first part his  
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Richard Tarpy [SEAL.]  
[SEAL.]  
[SEAL.]

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 21 day of March A. D. 1903, before me  
Bertha L. Zimmerman a Notary Public in and for said County and State, came  
Richard Tarpy, a widow



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 Dec 30 1903

Bertha L. Zimmerman  
Notary Public.

Filed for Record the 1st day of April A. D. 1903, at 3:15 o'clock P. M.

W. Armstrong Register of Deeds.  
J. B. Bowman Deputy.

This mortgage is endorsed on the original instrument. The debt securing described herein was paid in full this mortgage is now a cash and the time that it was due has expired. E. J. Emery.

Recorded Mar 25/1903.  
W. W. Armstrong,  
Register of Deeds.