MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty Fifth day of March in the year of our Lord, Nineteen hundred and Three, between James H. Dean and Mary L. Dean his wife of in the County of Douglas and State of Kansas, of the first part, and Almira J. Hoyt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-two Hundred ($3200.) 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 their 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 West quarter of Section No. Twenty-eight (28), in Township No. Thirteen (13), South, of Range No. Eighteen (18), East of 6th P. M. Also, Begin at a stake at the South West Corner of the North half of the South half of the North West quarter of Section 28, Township 13, Range 18, thence North 80-3/4° East 33 chains to a stone in the Clinton Road; thence South 1/2-3/4° E. 4.39 chains to a stake; thence North 80-3/4° E. 4.95 chains to a stake; thence South 9/4° E. 4.35 chains to a stone; thence South 80-3/4° W. 5 chains; thence North 9-1/4° W. 10.035 chains to beginning. Also: Begin on the East line of the South East quarter of Section 29, in Township 13, Range 18, at a point where the said line intersects the center of the Lawrence and Emporia State Road; thence North 8-1/4 Rods more or less to a point 8-1/4 Rods South of the North line of said Quarter Section; thence West 20 Rods; thence South 9/4 Rods more or less to intersect the center of said Road; thence North-Easterly along center of said Road to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Dean and Mary L. Dean 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, her 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 $3200.

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 party of the second part due in Five years from date with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity or default at the rate of ten per cent per annum, until fully paid in cash or by Sheriffs 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 party of the second part her 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 parties of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of
Wm. T. Sinclair

James H. Dean [SEAL.]
Mary L. Dean [SEAL.]
[SEAL.]

STATE OF KANSAS, }ss.
County of Douglas

BE IT REMEMBERED, That on this 25th day of March A. D. 1903, before me Wm. T. Sinclair a Notary Public in and for said County and State, came James H. Dean and Mary L. Dean his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S.

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 December 13th 1904

Wm. T. Sinclair
Notary Public.

Filed for Record the 6th day of April A. D. 1903, at 3 40 o'clock P. M.

A. W. Armstrong Register of Deeds.
J. L. Todman Deputy.

The following is endorsed on the original instrument: "For value received the within mortgage is hereby released and the land therein described is free from the lien thereof. Witness our hands this 18th day of July A.D. 1905. Almira J. Hoyt. Elliott Lowe."

Recorded July 30 - 1905
A. W. Armstrong
Register of Deeds.