

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of April in the year of our Lord, Nineteen  
hundred and three, between Birch E. Tuttle and Elizabeth Tuttle  
husband and wife of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and Minnie P. Boker of Endora, Kansas  
 of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Thirteen Hundred 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 her 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 half of the North West quarter of Section  
Twenty Six (26) in Township Thirteen (13) South of Range Twenty Six East  
of the 6<sup>th</sup> P.M. containing eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said \_\_\_\_\_  
Birch E. Tuttle 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 inalienable  
 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  
Thirteen Hundred Dollars  
 according to the terms of \_\_\_\_\_ certain promissory note this day executed  
 and delivered by the said Birch E. Tuttle and Elizabeth Tuttle his wife to the said party of the second part  
payable five years after date with interest at the rate of five per cent per annum  
payable semiannually according to interest coupons attached to said note for  
\$325.00 each  
 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 Birch E. Tuttle his  
 heirs and assigns. the privilege is reserved to pay \$50.00 or any multiple thereof on the principal sum on any interest paying date.

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

Signed, Sealed and Delivered in Presence of

Geo. A. BanksBirch E. Tuttle [SEAL.]E. Elizabeth Tuttle [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 11<sup>th</sup> day of April A. D. 1903, before me

Geo. A. Banks a Notary Public in and for said County and State, came  
Birch E. Tuttle and E. Elizabeth Tuttle husband and wife  
 to me personally known to be the same

person(s) 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 Nov 24<sup>th</sup> 1904Geo. A. Banks Notary Public.Filed for Record the 11<sup>th</sup> day of April A. D. 1903, at 11<sup>40</sup> o'clock A. M.A. W. Armstrong Register of Deeds.By J. C. Lerman Deputy.

(For Release see Book 14, Page 577)