

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 10th day of April in the year of our Lord, Nineteen  
hundred and three, between Lizzie H. Harney and Schuyler C. Harney (husband)  
of Linn in the County of  
Douglas and State of Kansas, of the first part, and John F. Newlin  
of the second part:

Witnesseth, That the said part as of the first part, in consideration of the sum of  
Two hundred and fifty 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 of 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: Lot No. one hundred and forty four (old) New Jersey  
Street in the City of Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said  
Lizzie H. Harney and Schuyler C. Harney 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 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  
Two hundred and fifty Dollars  
according to the terms of one certain Mortgage this day executed  
and delivered by the said Lizzie H. Harney and Schuyler C. Harney to the said part of of the second part  
her heirs or assigns.

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 of 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 part of making such sale, on demand, to said Lizzie H. Harney her  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Lizzie H. Harney [SEAL]  
Schuyler C. Harney [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 10th day of April A. D. 1903 before me

John M. Newlin a Notary Public in and for said County and State, came  
Lizzie H. Harney and Schuyler C. Harney  
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 April 11 1907

John M. Newlin  
Notary Public.

Filed for Record the 10th day of April A. D. 1903, at 2:05 o'clock P. M.

W. W. Armstrong Register of Deeds.  
By J. L. Bowman Deputy.

This Indenture is enclosed in the original instrument.  
The Notary Public in and for said County of Douglas,  
by John M. Newlin, his Notary Public, is hereby acknowledged and  
the same is hereby acknowledged and the same is hereby acknowledged  
as witness my hand and seal this 10th day of April, 1903.  
John M. Newlin

Re-registered Feb. 10, 1904.  
W. W. Armstrong  
Register of Deeds.