

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 2nd day of March in the year of our Lord, Nineteen  
hundred three, between Charles P. Roy and Julia A. Roy  
of Lafayette in the County of  
Douglas and State of Kansas, of the first part, and  
Thomas and Jacob Bodsky of the second part:  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five hundred and no 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 parties 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 Southwest quarter of the Northwest quarter  
of Section Five (5) Township Fifteen (15) Range Eighteen (18) containing  
40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties 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  
Five hundred dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said parties of the first part to the said parties of the second part  
dated March 2nd 1903 due and payable Two years after date with 8% interest

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 parties of the second part their 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 or their  
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Charles P. Roy [SEAL]  
Julia A. Roy [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Osage } ss.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1902, before me

the undersigned a Notary Public in and for said County and State, came  
Charles P. Roy and Julia Roy his 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 6/26 1905 E. J. Hilkey Notary Public.

Filed for Record the 21 day of April A. D. 1903, at 8:05 o'clock A. M.

A. W. Armstrong Register of Deeds.  
By J. L. Luman Deputy.

The following is evidence on the original instrument:  
My note bearing money has been paid in full. This mortgage is hereby  
released. And the King Money Company, Chicago, Ill.  
is indebted by hand this 11 day of October, 1904.  
Thomas Bodsky

Recorded October 14th 1904  
W. H. Armstrong  
Register of Deeds