

MORTGAGE RECORD No. 42.

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

Pro. returned to the office on the 30th of March 1902. The mortgage is hereby released and the money thereon is discharged. As witness my hand this 30th day of March A.D. 1902.

John M. Spelman

This Indenture, Made this thirtieth day of March in the year of our Lord, Nineteen hundred and three, between Elizabeth Jameson and J. Milton Jameson (husband) of Neosho in the County of Douglas and State of Kansas, of the first part, and M. M. Bowden of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of seventeen 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 East half 1/2 of the North West quarter (1/4) Section Seventeen (17) Township Fourteen (14) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elizabeth Jameson and J. Milton Jameson 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 seventeen hundred Dollars according to the terms of one certain note and coupons this day executed and delivered by the said Elizabeth Jameson and J. Milton Jameson to the said party 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 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 Elizabeth Jameson her 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 J. Milton Jameson (SEAL.) Elizabeth Jameson (SEAL.)

STATE OF KANSAS, } ss. County of Douglas

BE IT REMEMBERED, That on this 17th day of April A. D. 1902, before me the undersigned J. Milton Jameson and Elizabeth Jameson husband and wife a Notary Public in and for said County and State, came 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 June 1st 1904 Joseph D. Duff Notary Public.

Filed for Record the 22nd day of April A. D. 1902, at 2 o'clock P. M. Alv. Armstrong Register of Deeds. By J. B. Lounnan Deputy.

Recorded March 30-1902
Expelle Perkins
Register of Deeds

For assignment see Book 57 Page 60