158MORTGAGE RECORD No. 42. MORTOAGE Standard Form. Joursal, Co., Printers, Binders and Blank Book Makers, Lawrence, Ka This Indenture, Made this 24th day of april nineteen _in the year of our Lord, _____ hundred and three , between Joseph a Janes and N. a. Jones his wife_ of Pueblo____in the County of _Queblo____ and State of Kansas, of the first part, and Wich. J. Dinclair, of Cauvrine danses_ Witnesseth, That the said partice of the first part, in consideration of the Sour Aundred 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 the second part his __heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kapsas, described as follows, to with the North One hundred (100) field of the South four fifther of the East half of the South East question of Clock No. Nine (9) in that port of the City of Carrienal dissources North Saurner._____ with all the appurtenances, and all the estate, title and interest of the said part (120) the first part therein. And the said. _do hereby covenant and agree that Cartice of the first port ____ the lawful ownerS of the premises, above granted, and seized of a good and indefeasible at the delivery hereof they are estate of inheritance therein, free and clear of all incumbrances of that they will Wortan land Selond the some with equich and perecole possection of soid second forty, his heire or assigns for our against all fursence laufully claiming the some _____. This Grant is intended as a Mortgage to secure the payment of the sum of lawfully claiming the some Sourdfundred Dollars For Release per Book SH, Page 257) certain mortgage moterhis day executed_ according to the terms of a and delivered by the said _____ Oartice of the first part _____ to the said part of the second p deven & years frome date herrof with intersch as provided by certain to the said parts of the second part confront alloched to said note. 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 the second part fred executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any particle of, 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 overplas, if any there be, shall be paid by the parting making such sale, on demand, to said Partice of the first part--their IN WITNESS WHEREOF, The said particle of the first part have hereunto set Their hands and seals the day and year first above heirs and assigns. written Jos. a. James [SEAL] A. a. James [SEAL] Signed, Sealed and Delivered in Presence of _[SEAL.] STATE OF KANSAS, County of Cineblo BE IT REMEMBERED, That on this _____.2 1/K __ day of ____ A. D. 1903, before me Burrow J. Carker a Notary Public in and for said County and State, came Joseph a James and M. a. James his wife L.S. : 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, _ Byron J. Corker Notary Public. My commission Expires January 9th 1926. Filed for Record the 29 day of april A. D. 1903., at 200 o'clock P. M. ______ all, armstrong ______ Register of Dush. ______ By J. C. Cowman _____ Deputy.