

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this Fourth day of May in the year of our Lord, Nineteen  
hundred and three, between Verlin A. Curry and Lena S. Curry (his wife)  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Julius F. Nicholson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One hundred and twenty five 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: Lot Number Twenty-two (22) and the South half  
(1/2) of Lot Number Twenty-one in Sub-division of Lots Numbered Twenty Six  
(26) Twenty Seven (27) Twenty eight (28) Twenty nine (29) and Thirty (30) in Addition  
Number Ten (10) in that part of the City of Lawrence, Kansas, known as  
North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Verlin A. Curry and Lena S. Curry 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 infeasible  
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  
One hundred twenty four dollars  
according to the terms of one certain note this day executed  
and delivered by the said Verlin A. Curry 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 Verlin A. Curry his  
heirs and assigns.

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

Signed, Stated and Delivered in Presence of

Verlin A. Curry [SEAL.]  
Lena S. Curry [SEAL.]  
[SEAL.]

STATE OF KANSAS,

County of Douglas ss.BE IT REMEMBERED, That on this 1st day of May A. D. 1903 before me

John M. Newlin a Notary Public in and for said County and State, came  
Verlin A. Curry and Lena S. Curry  
to me personally known to be the same

persons 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<sup>th</sup> 1904.

John M. Newlin  
Notary Public.

Filed for Record the 1st day of May A. D. 1903, at 2:55 o'clock P. M.

A. W. Armstrong Register of Deeds.  
By J. C. Freeman Deputy.

This mortgage is intended to secure the payment of the sum of \$100.00 and interest thereon, and the same shall be paid by the mortgagor to the mortgagee on or before the 1st day of May 1904. If the mortgagor fails to pay the same on or before the 1st day of May 1904, then this mortgage shall become absolute and the mortgagee shall have the right to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of the proceeds of such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Verlin A. Curry, his heirs and assigns.

