

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, 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 John D. Akers and Maggie D. Akers (wife)  
of Lamar in the County of

Douglas

and State of Kansas, of the first part, and

W. H. Armstrong

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three 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 his 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 Eighteen (18) Block one (1) Haskell Place and  
addition to the City of Lawrence in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
John D. Akers Maggie D. Akers 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

Three hundred Dollars

according to the terms of one certain Notes of Commerce this day executed  
and delivered by the said John D. Akers and Maggie D. Akers to the said party of the second part  
his 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 his 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 John D. Akers  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

John D. Akers [SEAL]Maggie D. Akers [SEAL]

[SEAL]

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 14th day of May A. D. 1903, before meJohn M. Newlin a Notary Public in and for said County and State, cameJohn D. Akers and Maggie D. Akers

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 1907John M. Newlin Notary Public.Filed for Record the 22nd day of May A. D. 1903, at 11 o'clock A. M.W. H. Armstrong Register of Deeds.By J. C. Lawrence Deputy.

The following is Entered on the original instrument:  
 The parties have not changed. Having been paid in full this mortgage  
 is hereby released and the lien hereby created is hereby  
 released. Witness my hand this 27th day of Oct. 20th 1908.  
 W. H. Armstrong

Recorded Aug 17 1908.  
 W. H. Armstrong  
 Register of Deeds