

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 1<sup>st</sup> day of March in the year of our Lord, Nineteen  
hundred and three, between Frank L. Varnum and Mabel I. Varnum  
his wife of Winland in the County of  
Douglas and State of Kansas, of the first part, and  
George E. Kelly of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Eleven 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: The South half (1/2) of lot four (4) in South West fractional  
quarter (1/4) of Section thirty five (35) Township thirty six (36) Range twenty (20) East of  
the 6<sup>th</sup> principal meridian, Being the South half (1/2) of that part of the said  
quarter (1/4) Section lying East of the West line of the Shawnee Indian Reservation  
Being sixty four and three quarters (64 3/4) acres of land 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 inalienable  
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  
Eleven hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said Frank L. Varnum and Mabel I. Varnum his wife to the said party of the second part

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 Party of first part  
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

Frank L. Varnum [SEAL]  
Mabel I. Varnum [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27 day of May A. D. 1902, before me  
the undersigned a Notary Public in and for said County and State, came  
Frank L. Varnum and Mabel I. Varnum 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 Jan 4 1904

Joseph Kliff Notary Public.

Filed for Record the 1<sup>st</sup> day of June A. D. 1902, at 3<sup>30</sup> o'clock P. M.

Alb. Armstrong Register of Deeds.  
By J. L. Lawrence Deputy.

The following is a copy of the original mortgage  
 recorded August 1902, 1903  
 is hereby released and the lien hereby extinguished.  
 At Witness my hand this 1<sup>st</sup> day of August 1903  
 Geo. E. Kelly