

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Eighteenth day of June in the year of our Lord, Nineteen  
hundred Three, between O. C. Ruess and Sarah J. Ruess, his wife  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
William F. Sinclair of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifty (\$50) 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 numbered Fifty-six (56) and One Hundred  
and Twenty-six (126) in Addition No. Two (2) in that part of the city of Lawrence  
known as North Lawrence,

Subject to a prior mortgage of Three Hundred and Fifty (\$350) Dollars,  
to William F. Sinclair, dated December 11<sup>th</sup>, 1901, and recorded in Book 38 of  
Mortgages, at page 190

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
O. C. Ruess and Sarah J. Ruess 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 and that they will warrant and defend the same in the quiet and  
peaceable possession of the said party of the second part, his heirs and assigns forever against  
all persons claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of

Fifty Dollars  
according to the terms of One certain mortgage note this day executed  
and delivered by the said parties of the first part to the said party of the second part  
due in two years from date with interest from date to maturity as evidenced by coupon attached  
hereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in  
cash or by installments as directed by 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 parties of the first part, their  
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

O. C. Ruess [SEAL.]

Sarah J. Ruess [SEAL.]

[SEAL.]

STATE OF KANSAS, ss.

County of Douglas

BE IT REMEMBERED, That on this 17<sup>th</sup> day of June A. D. 1903, before me  
the undersigned a Notary Public in and for said County and State, came

O. C. Ruess and Sarah J. Ruess, his wife  
to me personally known to be the same  
person<sup>s</sup> 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 November 5 1905

James Brooks Notary Public.

Filed for Record the 17<sup>th</sup> day of June A. D. 1903, at 2<sup>10</sup> o'clock P. M.  
Al. Armstrong Register of Deeds.  
By J. L. Lawrence Deputy.

The following is a copy of the original instrument.