198 MORTGAGE RECORD No. 42. MORTOAGE Standard Form, JOURNAL Co., Printers, Binders and Blank Book Makers, Lawrence, Ka nineteen This Indenture, Made this Reventh day of \_ July\_ in the year of our Lord, This Indenture, sade this deletate day of \_\_\_\_\_ Allbort (a single mon)\_\_\_\_\_\_ hundred and three \_\_\_\_\_, between J. P. Allbort (a single mon)\_\_\_\_\_\_ in the County of \_\_\_\_\_\_ of Lecompton \_\_\_\_\_\_ in the County of Denglas\_\_\_\_\_and State of Kansas, of the first part, and\_\_\_\_\_\_\_of the second part: Mary J. Dailey (of New York)\_\_\_\_\_\_of the first part, in consideration of the sum of Witnesseth, That the said part y. of the first part, in consideration of the sum of Dollars, \_and State of Kansas, of the first part, and Dix hundred to him duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents dategrant, bargain, sell and mortgage to the said part of 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 Lots Number & Eleven (11) Durlow (12) Shirteen (13) Fourteen (14) Fuffeen (15) and Sisteen (16) in Block Numberry Chirty Eight (38) in the billy of Second ton Douglas bounty Ranses. with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  $\mathcal{NPA}$ J. P. Stilbert \_\_\_\_doeshereby covenant and agree that the lawful owner of the premises, above granted, and seized of a good and indefeasible he is at the delivery hereof. estate of inheritance therein, free and clear of all incumbrance . This Grant is intended as a Mortgage to secure the payment of the sum of Der hundred Dollard \_\_\_\_ certain Lote 31 ten Carefrons this day executed\_ according to the terms of \_\_\_\_\_ one and delivered by the said D. P. Slilbert her heirs or assigns to the said part 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 part of the second part for the second part fo 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 part ... making such sale, on demand, to said g. P. Hilbert IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above heirs and assigns. J. P. Stilbert written. [SEAL.] Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL] STATE OF KANSAS, County of Douglas A. D. 1703., before me BE IT REMEMBERED, That on this ... John M. newlin J. P. Stilburk Edis, 3 to me personally known to be the same 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"\_\_\_\_ 192.4. John M. Newlin\_\_\_\_\_\_ July A. D. 12, at 25 o'clock P.M. \_\_\_\_\_ all, armstrong \_\_\_\_\_ Righter of Deale. \_\_\_\_\_\_ By J. C. Lowman \_\_\_\_\_ Deputy. day of. Filed for Record the\_\_\_\_