

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 26th day of June in the year of our Lord, Nineteen
hundred and Three, between Charles W. Harris and Mirta D. Harris,
his wife, of the city of Laurance in the County of
Douglas and State of Kansas, of the first part, and
C. Hutchinson 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 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 numbers Nine (9) and Ten (10) in
Block number Six (6) of Steele's Subdivision of Blocks, in
Earle's Addition to the City of Lawrence, 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
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 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 Note this day executed
and delivered by the said Parties of the First Part to the said party of the second part
Payable two and a half years after date with interest thereon ac-
cording to the terms of said note and coupons thereto attached,

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 Parties of the First Part their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
written.
Signed, Sealed and Delivered in Presence of
Hugh Blair Mirta D. Harris (SEAL)
Charles W. Harris (SEAL)

STATE OF KANSAS,
County of Douglas
BE IT REMEMBERED, That on this 27th day of June A. D. 1903, before me
Hugh Blair Notary Public in and for said County and State, came
Mirta D. Harris Charles W. Harris, her husband

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 28th Dec 1905 Hugh Blair Notary Public.

Filed for Record this 21st day of July A. D. 1903, at 3⁵⁰ o'clock P. M.
Al. W. Armstrong Register of Deeds.
By J. C. Bowman Deputy.

*The following is extracted from the original instrument.
The Note herein referred to having been paid by the full
this mortgage is hereby released, and the first thirty dollars
created hereby are hereby released. We William W. Harris and
Mirta D. Harris, of July 10, 1900.
C. Hutchinson.*

*Recorded July 16th 1903.
U. W. Armstrong,
Register of Deeds.*