

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 4th day of August in the year of our Lord, thirteen hundred and three, between Edwin L. Gault (widower)

of Lassawer in the County of Douglas and State of Kansas, of the first part, and T. A. Wade of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of Twenty five hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part Y 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 undivided interest being one half more or less of the North One hundred and twenty (120) acres of the South West quarter of Section Twenty four (24), Township Twelve, (12) Range Nineteen (19) East of the 6th P.M. less the east thirty (30) acres thereof

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Edwin L. Gault do hereby covenant and agree that at the delivery hereof his the lawful owner 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 Twenty five hundred Dollars according to the terms of one certain note this day executed

and delivered by the said Edwin L. Gault to the said part Y of the second part payable five years after date with interest payable annually at the rate of six percent per annum, with principal to pay on principal or any interest paying day 5th 10th or any multiple thereof.

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 Y 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 part Y making such sale, on demand, to said Edwin L. Gault, his heirs and assigns.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Banker

Edwin L. Gault [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 4th day of August A. D. 1903, before me

Geo. A. Banker a Notary Public in and for said County and State, came

Edwin L. Gault a widower

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 November 27th 1914

Geo. A. Banker Notary Public.

Filed for Record the 6th day of August A. D. 1903, at 11th o'clock A. M.

W. W. Armstrong Register of Deeds.
Deputy.

(For release see Book 44, Page 5-53)