

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 3 day of March in the year of our Lord, Nineteen  
hundred and three, between  
Alfred Whitman and Mary P. Whitman his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Mrs Lucinda A. Hanson Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four 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: The South East quarter of Block Forty Seven (47)  
West Lawrence in the City of Lawrence  
Also; Begin at Northeast corner of North west quarter of Sec. 36, T. 12 Range  
19, Thence West thirty four (34) rods South Nine 1/4 rods (9 1/4) Thence East  
thirty four (34) rods North Nine 1/4 rods (9 1/4) to beginning.

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  
Four Hundred Dollars,  
according to the terms of one certain promissory note this day executed  
and delivered by the said Alfred and Mary P. Whitman to the said party of the second part  
payable one year from date at the Lawrence Nat. Bank of Lawrence

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 Alfred and Mary P. Whitman their  
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

Alfred Whitman [SEAL.]  
Mary P. Whitman [SEAL.]  
[SEAL.]

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 3 day of March A. D. 1903, before me



a Notary Public in and for said County and State, came  
Alfred Whitman and Mary P. Whitman his wife

to me personally known to be the same  
persons 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 Nov 27 1904

Geo. A. Banks Notary Public.

Filed for Record the 13 day of August A. D. 1903, at 2 o'clock P. M.

W. Armstrong Register of Deeds.  
By J. C. Lowman Deputy.

See Certificate in Book 13 Page 222