

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this eight day of August in the year of our Lord, Nineteen hundred and three, between U. S. Plank and Emma E. Plank husband and wife of Lorraine in the County of Douglas and State of Kansas, of the first part, and M. E. Pierce of Monmouth, Maine of the second part:

**Witnesseth**, That the said party of the first part, in consideration of the sum of Seven Hundred Sixty Six Dollars, to be duly paid, the receipt of which is hereby acknowledged, has 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 Number Four (4) and Nine (9) in Block Number Eight (8) in Ord Addition to the City of Lorraine

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 Seven Hundred Sixty Six Dollars according to the terms of two certain notes this day executed and delivered by the said parties of the first part each for five hundred thirty three dollars to the said party of the second part payable in one and two years respectively at the rate of six per cent interest per annum interest payable semi-annually according to interest coupons on said notes, said notes being given as part of the purchase money for said premises 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 U. S. Plank his heirs and assigns. Nothing herein prohibits to pay any or all of said principal sum or any interest paying date.

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 U. S. Plank [SEAL]  
Emma E. Plank [SEAL]  
[SEAL]

STATE OF KANSAS, }  
County of Douglas } ss.

BE IT REMEMBERED, That on this 17 day of August A. D. 1902, before me Geo. A. Banks a Notary Public in and for said County and State, came U. S. Plank and Emma E. Plank husband and 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<sup>th</sup> 1904 Geo. A. Banks Notary Public.

Filed for Record the 17 day of August A. D. 1902, at 11<sup>15</sup> o'clock P. M.  
Chas. Armstrong Register of Deeds.  
By J. L. Lawman Deputy.

The following is enclosed on the original instrument. They note having already been paid in full. This mortgage is being released and the title hereby restored to U. S. Plank. M. E. Pierce.

Recorded Oct 9 '02  
W. B. Combs  
Register of Deeds.

