

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOYCE &amp; CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 14<sup>th</sup> day of April in the year of our Lord, Nineteen  
hundred and three, between Margaret H. Lyons, a widow  
 of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
W. B. Brownell of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One hundred Dollars,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage  
 to the said party 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: Lot number One hundred and thirty three (133) on  
Rhode Island street in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
party of the first part does hereby covenant and agree that  
 at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and inalienable  
 estate of inheritance therein, free and clear of all incumbrances except one mortgage for \$1000.00

This Grant is intended as a Mortgage to secure the payment of the sum of  
One hundred Dollars  
 according to the terms of One certain promissory note this day executed  
 and delivered by the said party of the first part to the said party of the second part  
said note becoming due on or before six months from date, and bearing interest  
at the rate of 7 percent per annum.

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 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 party making such sale, on demand, to said

heirs and assigns.  
 IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Margaret H. Lyons [SEAL]  
 [SEAL]  
 [SEAL]

## STATE OF KANSAS.

County of Douglas

BE IT REMEMBERED, That on this 7 day of April A. D. 1903, before me  
Gertrude Standing a Notary Public in and for said County and State, came  
Margaret H. Lyons, a widow  
 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 July 3 1903

Gertrude Standing Notary Public.

Filed for Record the 25<sup>th</sup> day of August A. D. 1903, at 11<sup>35</sup> o'clock AM.  
Ally Armstrong Register of Deeds.  
By J. L. Bowman Deputy.

The following is endorsed on original instrument this mortgage  
 the note hereby assigned, being from first part in full this mortgage  
 is hereby released and this loan thereby paid, and the debt  
 is acknowledged and this is day of April 1903

Recorded Feb. 11<sup>th</sup> A. D. 1904  
 W. B. Brownell  
 By J. L. Bowman