

MORTGAGE RECORD No. 42.

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

This Indenture, Made this first day of September in the year of our Lord, Nineteen hundred and three, between Ellen H. Bunce and her husband J. J. Bunce of Douglas in the County of Douglas and State of Kansas, of the first part, and Richard W. Carter 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 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: All that part of Sectional North West Quarter of Section No. 26, Township No. 11, North, Range 17, each of 6400, which lies North of a line drawn parallel with and 100 feet North of the center line of Main track of Kansas City, Topeka and Western Rail Road, and east of a line drawn in a Northwesterly direction at right angle to said center line of said track from a point on said center line of main track 1350.36 feet west of the east line of said Quarter Section, measured along said center line of main track containing 9 1/5 acres more or less. Also Lots Number One (1) and Two (2) in Block Number One (1) in the town of Brown in Douglas County and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ellen H. Bunce and J. J. Bunce 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 whatsoever.

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 promissory note this day executed and delivered by the said Ellen H. Bunce and J. J. Bunce to the said party of the second part

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 parties 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 Ellen H. Bunce and J. J. Bunce 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

Ellen H. Bunce [SEAL]
J. J. Bunce [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 1st day of Sept A. D. 1903, before me

Ellen H. Bunce and J. J. Bunce

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 June 20 1906

L. S. Steele Notary Public.

Filed for Record the 19th day of September A. D. 1903, at 12:40 o'clock P. M.

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

The following described property has been placed in full. The note herein described having been paid in full. This mortgage is hereby released and the 30th day of December A.D. 1908. As witnessed by Richard W. Carter

Registered Jan 4 1909. W. W. Armstrong, Register of Deeds