

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jorgensen Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this fourth day of October in the year of our Lord, Nineteen
hundred and three, between Theodore F. Pine and Amanda L. Pine
(wife) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
David P. Miller of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Two 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 part of 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: That portion of lot three (3) Section Nineteen (19)
Township Turlor (12) Range Twenty (20) East of the L. P.M., East of the Right
of Way of Union Pacific Rail Way Eastern Division containing Fifteen
(15) and 6 1/2 acre more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
Theodore F. Pine and Amanda L. Pine do hereby covenant and agree that
at the delivery hereof they are 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 Excepting one mortgage of Six hundred
Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of
Two hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said Theodore F. Pine and Amanda L. Pine to the said part of of the second part
his heirs or assigns

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 of 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 of making such sale, on demand, to said Theodore F. Pine
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Theodore F. Pine (SEAL)
Amanda L. Pine (SEAL)
(Seal)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 4th day of October A. D. 1903, before me
John M. Newlin a Notary Public in and for said County and State, came
Theodore F. Pine and Amanda L. Pine
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 April 11 1904

John M. Newlin
Notary Public.

Filed for Record the 7 day of October A. D. 1903, at 2:45 o'clock P M.

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

The following is a copy of the original instrument
of the mortgage recorded hereon, having been paid in full this mortgage is hereby
released and the lien thereby created is discharged.
Witness my hand this 9th day of September, 1903.
Notary Public, Kansas.

Recorded
W. C. Armstrong,
Register of Deeds.