

MORTGAGE RECORD No. 42.

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

This Indenture, Made this fourteenth day of October in the year of our Lord, Nineteen
hundred and three, between Theodore F. Pine and Amanda L. Pine his
wife of the Township of Grant in the County of
Douglas and State of Kansas, of the first part, and
A. W. M. Vinton of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of
One hundred and forty five 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 one 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: First portion of Lot number Three (3) Section
number Ninety (9) Township Twelve (12) Range Twenty (20) East of 6th P.M.
lying East of the right of way of the Union Pacific Railroad by right of way con-
taining 15 1/2 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part two 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 owner 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
One hundred and forty five dollars
according to the terms of one certain Note this day executed
and delivered by the said Parties of the first part to the said part one of the second part
Payable Twelve months after date with seven per cent. interest semiannually

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 one 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 one making such sale, on demand, to said Parties of the first part their
heirs and assigns.

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

Theodore F. Pine [SEAL]
Amanda L. Pine [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 14th day of October A. D. 1902, before me
Hugh Blair 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 28th Dec 1902 Hugh Blair Notary Public.

Filed for Record the 22nd day of October A. D. 1902, at 2⁰⁰ o'clock P.M.
Chas. Armstrong Register of Deeds.
By J. C. Lounnan Deputy.