MORTGAGE RECORD No. 42.

MORTOAGE Standard Form. JOURSALCO., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Indenture, Made this 28 d day of October _____ in the year of our Lord, Ninctien_____ n of Jawnnee in the County of of the bily. e County of Douglas and State of Kansas, of the first part and of the second part: Augh Blair cond part: Witnesseth, That the said part 120 of the first part, in consideration of the sum of the sum of Three Aundred Dollars, to the duly paid, the receipt of which is hereby acknowledged, hat 2/ sold, and by these presents do _____rant, bargain, sell and mortgage nd mortgage to the said part of the second part 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: Cote members Severel and that tract or parcel of land situated in the County of Douglas, (45) on Delawow street in the loity of Countries and Lots numbers Severely three (73) and Deventy-five (75) Delawow street in Early ad detion to the bity of Courses, Douglas boundy, Ronses of Douglas, actuated with all the appurtenances, and all the estate, title and interest of the said partelled the first part therein. And the said_ Partie of the First Cart_____ do hereby covenant and agree that d agree that at the delivery hereof______ they_av_____ the lawful owner S of the premises, above granted, and seized of a good and indefeasible l 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 of the sum of Three Hundred Dollars_ according to the terms of One certain Note this day executed. and delivered by the said ____ Carties of the First Cart _____ to the said part of the second part Payable three years after date with interest therrow according to the terms e second part 1907 and of said note and coupons thereto attached. there is 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 conveyange shall become absolute, and the whole amount shall art thereof, or become due and payable, and it shall be lawful for the said part of the second part and payable, administrators and assigns, at any amount shall The forein time thereafter to sell the premises hereby granted, or any particlercof, in the manner prescribed by law; and out of all the moneys arising from assigns, at any 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 s arising from any there be, shall be paid by the part of making such sale, on demand, to said Parties of the First Part their he overplus, if IN WITNESS WHEREOF, The said partill of the first part hall hereunto set Meer ... hand & and seal the day and year first above heirs and assigns. Frenker Siler [SEAL.] ear first above written. Gertrude Diler_ [SEAL] Signed, Sealed and Delivered in Presence of [SEAL.] Jennie Watt [SEAL] [SEAL] _[SEAL.] STATE OF KANSAS, _boundy of Douglas_ Oct____A. D. 1703, before me BE IT REMEMBERED, That on this ______ 2.8 th day of ____ a Notary Public in and for said County and State, came 3. before me _ Jennie Wall Grank W. Diler and Destructer Diler, his wife____ nd State, came Ed S. 3 to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the same, to be the same IN WITNESS WHEREOF, I have hercunto subscribed my name and affixed my official seal on the day and on the day and year last above written. My Commission Expires_30th March_ 1904 _day of October_ A. D. 1903, and the o'clock P.M. Notary Public. Filed for Record the 3.0 th all, armstrong_ Register of Deeds. By J. b. Southean Deputy. sister of Deeds. Deputy.

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