

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 9th day of November in the year of our Lord, Nineteen
hundred and three, between Frank French and Marie H. French (his
wife) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Mary O. Burns

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

One Thousand 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 part of the second part her 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 Sixty Seven North Hampshire Street, in the City of Lawrence, County of Douglas, and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Frank French and Marie H. French (his wife) 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.

This Grant is intended as a Mortgage to secure the payment of the sum of

\$1300.00

according to the terms of ten certain Notes this day executed

and delivered by the said Frank French and Marie H. French (his wife) to the said part of the second part Making \$1300.00 payable each year from the date as designated in said notes

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 the second part her 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 making such sale, on demand, to said party 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

Frank French [SEAL.]

Marie H. French [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 9th day of November A. D. 1903, before me

L. S. Steele a Notary Public in and for said County and State, came

Frank French and Marie H. French his wife

to me personally known to be the same

persons 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

Lawrence, Kansas

Notary Public.

Filed for Record the 9th day of November

A. D. 1903, at 2³⁰ o'clock P. M.

Alb. Armstrong

Register of Deeds.

By J. C. Lorman

Deputy.

The \$1300.00 is enclosed in the original instrument. The Note is also enclosed. Signed and sealed in the presence of the undersigned at Lawrence, Kansas, this 10 day of November, 1903.

Recorded Dec 10 - 1903.
L. S. Steele, Notary Public.