

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Second day of November in the year of our Lord, Nineteen  
hundred and Three, between George E. Porter and Ellen Porter, his wife,  
of Medina in the County of

Douglas and State of Kansas, of the first part, and  
Elizabeth L. McAuley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Hundred and Thirty-six (\$236) 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 No. Sixty-eight (68), Sixty-nine (69), Seventy  
(70), Seventy-one (71), Seventy-two (72) and Seventy-three (73) on South Street,  
in Medina.

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefeasible  
estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same unto  
quiet and possession of the said party of the second part, her heirs and assigns forever against all  
persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of

\$236  
according to the terms of One certain Mortgage Note this day executed  
and delivered by the said parties of the first part to the said party of the second part  
due in Three years from date, with interest from date to maturity as evidenced by coupons attached  
thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid  
in cash or by Sheriff's deed to above described property.  
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 party 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 party 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 hands and seals the day and year first above  
written.

Signed, Sealed and Delivered in Presence of  
Witness to make, Sena Ueck

George E. Porter [SEAL]  
Ellen Porter [SEAL]  
med [SEAL]

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 9th day of November A. D. 1903, before me  
the undersigned a Notary Public in and for said County and State, came  
George E. Porter and Ellen Porter, 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 Nov. 5 1905 James Brooks Notary Public.

Filed for Record the 10th day of November A. D. 1903, at 12 o'clock M.  
Alfred Armstrong Register of Deeds.  
By J. C. Bowman Deputy.

The following is Enclosed in the original instrument  
 The Note herein described having been paid in full this mortgage  
 is hereby released and the title to the same is hereby  
 as witnesses they have this 22nd day of November 1903.

Recorded Nov 18, 1903.  
 J. W. Armstrong,