

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 19<sup>th</sup> day of November in the year of our Lord, Nineteen  
Hundred and three, between Carl H. F. Wacker, a single man  
of St. John in the County of

Stefford and State of Kansas, of the first part, and  
Geo. W. Reynolds of Lawrence Douglas County Kansas of the second part:

**Witnesseth**, That the said part of the first part, in consideration of the sum of  
Thirty-six hundred (\$3600<sup>00</sup>) Dollars,  
to him said sum being purchase money on land described below  
duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage  
to the said part 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: Northwest quarter (NW 1/4) of the Southwest quarter  
SW 1/4, and the West half of the Southwest quarter (SW 1/2) of the Southwest quarter  
SW 1/4 all in Sec 16 Town 11 Range 19 and the Northeast quarter (NE 1/4) of the  
Northwest quarter (NW 1/4) and the South half of the Northeast quarter (NE 1/2) all  
in Sec 20 Town 11 Range 19 County and State above written.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Carl H. F. Wacker do hereby covenant and agree that  
at the delivery hereof his 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  
Thirty-six hundred (\$3600<sup>00</sup>) Dollars  
according to the terms of two certain promissory notes this day executed  
and delivered by the said Carl H. F. Wacker to the said part of the second part  
Geo. W. Reynolds one note for \$1200 payable Jan 30<sup>th</sup> 1904 and one note for \$2400  
payable on or before five years from date.

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 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 the second part making such sale, on demand, to said Carl H. F. Wacker his  
heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Hugh MeansCarl H. F. Wacker

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas County

ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of Nov A. D. 1903, before meCarl H. F. Wacker a Notary Public in and for said County and State, came

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 May 15<sup>th</sup> 1905E. D. Barker

Notary Public.

Filed for Record the 19<sup>th</sup> day of November A. D. 1903 at 2<sup>30</sup> o'clock P. M.Alb. Armstrong

Register of Deeds.

By J. C. Lowman Deputy.

(For Release See Book 41 of Mortgages Page 116)

(For Disposition See Annex 41 Page 116)