

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this twentieth day of November in the year of our Lord, one thousand nine hundred and three, between Mary E. Arrasmith and Josiah Arrasmith, (her husband) of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Julia F. Nicholson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of 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 party 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 5 One hundred and twenty (120) One hundred and twenty two (122) and One hundred and twenty four (124) in Block No. Three (3) on the North Side of Elm Street in North Lawrence in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary E. Arrasmith and Josiah Arrasmith 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 Three hundred Dollars according to the terms of one certain note with coupons this day executed and delivered by the said Mary E. Arrasmith and Josiah Arrasmith to the said party of the second part her heirs or assigns.

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 of making such sale, on demand, to said Mary E. Arrasmith 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

Mary E. Arrasmith [SEAL]

Josiah Arrasmith [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21st day of November A. D. 1903, before me

John M. Newlin a Notary Public in and for said County and State, came

Mary E. Arrasmith and Josiah Arrasmith

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 April 11th 1907

John M. Newlin Notary Public

Filed for Record the 21st day of November A. D. 1903, at 10 o'clock P. M.

A. W. Arrasmith Register of Deeds.

By J. C. Louman Deputy.

Recorded Nov. 17 1904. A. J. Borer, Recorder of Deeds, Lawrence, Kan. The within mortgage document is three hundred and no. dollars in full satisfaction of the within mortgage. P. H. Rose.

(For assignment see Book 54, Page 32)