

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 21<sup>st</sup> day of November in the year of our Lord, Nineteen  
hundred and three, between F. P. Vaughan of Baldwin in the County of

Douglas and State of Kansas, of the first part, and W. W. Jenkins of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of One hundred Dollars,

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do 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: The South half of the East Three Eighths of the North half of the North West quarter of Section Thirty-four (34) in Township Fourteen (14) of Range Twenty (20) containing fifteen acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said F. P. Vaughan do hereby covenant and agree that at the delivery hereof he is 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 One hundred dollars

according to the terms of his certain Promissory Note this day executed and delivered by the said F. P. Vaughan to the said part of the second part 100<sup>th</sup> Baldwin Home No. 21 1903. Three years after dated promise to pay to the order of W. W. Jenkins one hundred dollars at 7 percent per annum from date of which this is a copy.

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 making such sale, on demand, to said F. P. Vaughan 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

F. P. Vaughan [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS, ss.

County of Douglas

BE IT REMEMBERED, That on this 21<sup>st</sup> day of November A. D. 1903, before me Chas. E. Moss a Notary Public in and for said County and State, came



F. P. Vaughan 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 Nov 9<sup>th</sup> 1907

Chas. E. Moss Notary Public.

Filed for Record the 1<sup>st</sup> day of December A. D. 1903, at 5<sup>30</sup> o'clock A.M.

W. W. Armstrong Register of Deeds.

By J. L. Lowman Deputy.

This Indenture is delivered on the original instrument.  
 The Note herein described having been paid in full this Mortgage  
 is hereby released and the Title hereby conveyed absolutely to  
 F. P. Vaughan by name this 11th day of Oct. 21, 1907.  
 W. W. Jenkins  
 W. W. Jenkins

Recorded October 16<sup>th</sup> 1907  
 W. W. Armstrong  
 Register of Deeds