

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 23^d day of November in the year of our Lord, Nineteen
hundred and three, between Nick Thorne and Mary Thorne, husband and
wife of Calinton in the County of
Douglas and State of Kansas, of the first part, and

John Jay Clarke of the second part:

Witnesseth, That the said part *ie* of the first part, in consideration of the sum of

Twenty Seven Hundred and Fifty (2750) 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 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 East quarter of Section Twenty Nine (29)

with all the appurtenances, and all the estate, title and interest of the said part as 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 owners of the premises, above granted, and seized of a good and indefeasible state of inheritance therein, free and clear of all incumbrances.

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

Twenty Seven Hundred and Fifty

according to the terms of one certain promissory note this day executed

and delivered by the said parties of the first part to the said party of the second part

payable five years after date of March 1, 1904 with interest from March 1, 1904 at the rate of 6 per cent per annum payable annually all payable at the Merchants National Bank

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 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 party making such sale, on demand, to said heirs of the first part their heirs and assigns, with privilege of paying the same at any time on the principal sum of the first part the day and year first above

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Banks

Nick Thome

Mary Thorne

[SEAL.]

[SEAL]

[SEAL]

STATE OF KANSAS,

} ss.

County of Douglas

BE IT REMEMBERED, That on this 23^d day of November A. D. 1903, before me

Geo. A. Banks.

Nick Thome and Mary Thome husband and wife

to me personally known

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 27th 1904

Geo. A. Banks

Notary Public.

Filed for Record the 22 day of December A. D. 1923, at 2:30 o'clock P.M.

A. W. Armstrong _____ Register of Deeds

Register of Deeds

By J. C. Lowman Deputy