

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this twelfth day of December in the year of our Lord, Nineteen  
hundred three, between Edward H. Currie and Salena W. Currie his  
wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
Samuel W. Atwater of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twenty two 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 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: Commencing at the North West corner of the North East  
quarter of Section Twenty two (22) Township four (4) North of Range twenty (20) East of the  
west line of said quarter section Ninety five and 8 rods (95 8 rods) east forty nine and 3  
rods (49 3 rods) thence south sixty four and 9 rods to the south line of said quarter section thence east one  
hundred and ten and 3 rods to the south east corner of said quarter section thence north  
on the east line of said quarter section fifty eight rods (58 rods) thence west about eighty six rods  
(86 rods) to the west line of the right of way of the South branch of the U. S. Railway Co. thence  
North along the west line of said right of way, to the north line of said quarter section,  
thence West to the place of beginning—excepting the right of way of said railway con-  
taining seventy five acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Edward H. Currie and Salena W. Currie his wife do hereby covenant and agree that  
at the delivery hereof they the lawful owners 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  
Twenty two hundred Dollars  
according to the terms of one certain Note & coupons this day executed  
and delivered by the said Edward H. Currie & Salena W. Currie to the said party of the second part

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 of the first part making such sale, on demand, to said parties their  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Edward H. Currie [SEAL]

Salena W. Currie [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of Dec A. D. 1903, before me  
W. M. Clark a Notary Public in and for said County and State, came  
Edward H. Currie and Salena W. Currie 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 May 5 1904

W. M. Clark Notary Public.

Filed for Record the 11<sup>th</sup> day of December A. D. 1903, at 8<sup>00</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.

W. J. L. Looman Deputy.

(For Release See Book 51, Page 553)