

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 10<sup>th</sup> day of December in the year of our Lord, Nineteen  
hundred and Three, between Edward J. Deister and Minnie C. Deister, his  
wife of the Township of Kanawaka in the County of  
Douglas and State of Kansas, of the first part, and  
William D. Palmer of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of  
Six 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: The North half (1/2) of the North West fractional  
quarter (1/4) of Section Thirty (30) in Township Twelve (12) of Range Eighteen  
(18) in Douglas County, Kansas containing 66 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  
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  
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  
Six Hundred Dollars  
according to the terms of One certain 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 with interest thereon according to the terms  
of said note and coupons thereon attached.

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 Parties of the First Part their  
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

Jennie Watt

Edward J. Deister [SEAL]

Minnie C. Deister [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 10<sup>th</sup> day of Dec A. D. 1903, before me

Jennie Watt a Notary Public in and for said County and State, came

Edward J. Deister and Minnie C. Deister, 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 30<sup>th</sup> Mch 1904

Jennie Watt Notary Public.

Filed for Record the 16<sup>th</sup> day of December A. D. 1903, at 12<sup>00</sup> o'clock M.

W. L. Armstrong Register of Deeds.

By J. C. Lorman Deputy.

The following is a true and correct copy of the original instrument  
the note herein described having been paid in full the  
mortgage is here by released and the note hereby foreclosed  
dated this 11<sup>th</sup> day of December AD 1903  
William D. Palmer  
W. D. Palmer

Recorded June 13 1904  
Hayden Lawrence  
Register of Deeds.