

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Tenth day of December in the year of our Lord, Nineteen hundred and three, between Lora S. Jones and George W. Jones, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Frank A. Nomlin and Mary D. Wright, Trustees for Margaret Wright of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand (\$1000.) 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 parties of the second part their 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. One Hundred and Eighty-five (185), and the North half of Lot No. One Hundred and Eighty-seven (187) on Ohio Street, in the City of Lawrence. Parties of the first part hereby agree to maintain insurance for the sum of at least \$1000. on the buildings now on or to be erected on said premises, for the benefit of the parties of the second part during the existence of this instrument. Subject to mortgage of \$500. to J. Wheeler, dated November 2nd 1903, and recorded in Book 42 of Mortgages, at page 25 v.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lora S. Jones and George W. Jones 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said parties of the second part, therein and assign against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum, until fully paid in cash or by Sheriff's Deed to the above described premises; 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 parties of the second part their 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 parties 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 hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lora S. Jones [SEAL]

George W. Jones [SEAL]

[SEAL]

STATE OF KANSAS, }
County of Douglas } ss.

BE IT REMEMBERED, That on this day of December A. D. 1903, before me

the undersigned a Notary Public in and for said County and State, came Lora S. Jones and George W. Jones, her husband 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 July 24 1925

W. T. March

Notary Public

Received May 2nd 1903
Filed Dec 10th 1903
Deputy of Deeds

Filed for Record the 16 day of December A. D. 1903, at 5th o'clock P. M.

All Armstrong Register of Deeds
By J. L. Louman Deputy