

MORTGAGE RECORD No. 42.

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This Indenture, Made this 31st day of December in the year of our Lord, one thousand nine hundred three (1903), between Jacob Kanzig and Christina Kanzig, his wife of Cardron in the County of

Douglas

and State of Kansas, of the first part, and

Mary Finley

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three thousand

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 her 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 west half of the North East quarter of Section Three (3) Township fourteen (14) South of Range Twenty one (21) East.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jacob Kanzig and Christina Kanzig do hereby covenant and agree that at the delivery hereof they are 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

Three thousand dollars and the interest thereonaccording to the terms of One certain Personal Note this day executed

and delivered by the said Jacob Kanzig and Christina Kanzig to the said part of the second part Copy of Note - Cardron, Kansas Dec 30th 1903. \$3000. - Three years after date of promise to pay the order of Mary Finley Three Thousand dollars value secured with interest at six per cent per annum, after date until paid. Interest payable annually. Signed Jacob Kanzig Christina Kanzig

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 her 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 parties of the first part or heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jacob Kanzig

[SEAL]

Christina Kanzig

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 31st day of December A. D. 1903, before meCharles A. Hill

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

Jacob Kanzig and Christina Kanzig

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 Jan 17th 1904Charles A. Hill

Notary Public.

Filed for Record the 6th day of JanuaryA. D. 1904, at 1³⁰ o'clock P.M.Alb. Armstrong

Register of Deeds.

J. B. Foreman

Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged, as witness my hand this 14th day of February A.D. 1907.

Recorded Feb 14th 1907
W. H. L. Armstrong
Register of Deeds