

MORTGAGE RECORD No. 42.

299 01

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this third day of December in the year of our Lord, one thousand nine hundred and three, between George Albert Stanwick and Myrtle Stanwick husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

L. E. Husted of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 South half of the South West quarter of Section one (1) Township thirteen (13), Range eighteen (18) East of the sixth principal Meridian, eighty 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 George Albert Stanwick and wife Myrtle 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 Except for one certain Mortgage for fourteen hundred dollars given to The United Central Life Insurance Company of Cincinnati, Ohio. This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of one certain Commission Note this day executed and delivered by the said George Albert Stanwick and wife Myrtle 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 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 George Albert Stanwick 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

George Albert Stanwick (SEAL.)
Myrtle Stanwick (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas

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

J. D. Lenson a Notary Public in and for said County and State, came George Albert Stanwick and Myrtle Stanwick husband and wife 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 March 3 1906

J. D. Lenson Notary Public.

Filed for Record the 9 day of January A. D. 1904, at 11 o'clock A. M.

W. H. Armstrong Register of Deeds.
By J. L. Lenson Deputy.

The following is a copy of the original instrument as filed in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 14th day of January, 1904, and is a true and correct copy of the original as the same appears from the records of said office.

Recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, on the 14th day of January, 1904.