

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Ninth day of January in the year of our Lord, one thousand nine hundred and four, between John L. Ramsey and Charlotte E. Ramsey his wife of _____ in the County of _____ and State of Kansas, of the first part, and _____ of the second part:

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

One 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 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 (1/2) of Lot numbered four (4) in the South West fractional quarter (1/4) of Section thirty five (35) in Township Thirteen (13) of Range Twenty (20) East of the Sixth Principal Meridian, Being the South half (1/2) of that part of the said quarter section lying East of the West line of the Shumner Indian Reservation containing fifty four and (64/100) 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 John L. Ramsey and Charlotte E. Ramsey his wife 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 inalienable 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 _____

One Thousand Dollars

according to the terms of One certain Note of hand this day executed and delivered by the said John L. Ramsey and wife to the said party of the second part Payable in five years after date or on any part of it on any day the interest is due.

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 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 John L. Ramsey and wife 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

John L. Ramsey [SEAL]

Charlotte E. Ramsey [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 9 day of January A. D. 1904, before me the undersigned _____ a Notary Public in and for said County and State, came John L. Ramsey and Charlotte E. Ramsey 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 Dec 31 1907

Joseph Eliff Notary Public.

Filed for Record the 15 day of January A. D. 1904, at 11 o'clock A. M.

W. H. Armstrong Register of Deeds.

Ray J. L. Cowman Deputy.

This mortgage is subject to the original mortgage of John L. Ramsey and Charlotte E. Ramsey his wife, dated January 9, 1904, recorded in Book 11, Page 11, of the Douglas County records.

Recorded Jan 11, 1904. W. H. Armstrong, Register of Deeds.