

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 25th day of January in the year of our Lord, Nineteen
hundred and four, between Joseph W. Ozias of the City of Lawrence,
an unmarried man of _____ in the County of
Douglas and State of Kansas, of the first part, and
E. H. Henley of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
Three hundred and fifty Dollars,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage
to the said part 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: Part of the South West quarter of Section Number
thirty-one (31) Township twelve (12) Range twenty (20) more particularly described
as follows: Commencing two hundred and ninety-six (296) feet South of the
North line of Adams Street in the City of Lawrence on the East line of
Kentucky Street thence South Eighty Eight (88) feet thence East one hundred
and twenty-five feet thence North Eighty Eight (88) feet thence West
one hundred and twenty-five feet (125) to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Party of the first part do hereby covenant and agree that
at the delivery hereof he is 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 hundred and fifty dollars
according to the terms of one certain Note this day executed
and delivered by the said Party of the first part to the said part of the second part
payable two years after date with interest in accordance with the coupons attached
to said note and ten (10) per cent after maturity or default, with privilege of paying in full at
end of one year
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 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 part of the first part making such sale, on demand, to said Party of the first part his
heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of
Hugh Blair

Joseph W. Ozias [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 25th day of January A. D. 1904, before me
Hugh Blair a Notary Public in and for said County and State, came
Joseph W. Ozias an unmarried man



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 28th Dec^r 1905

Hugh Blair
Notary Public.

Filed for Record the 26th day of January A. D. 1904, at 5⁰⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.
By J. C. Lawrence Deputy.

The following is endorsed on the original instrument.