

## 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 Edith E. Douglas and J. F. Douglas husband  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
Wm. Dwyer of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Five 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 part of 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 the North Forty (40) acres of  
the West Sixty (60) acres of the South West quarter (1/4) Section Twenty Seven (27)  
Township Four (4) Range Nineteen (19) East

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
Edith E. Douglas and J. F. Douglas 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Five hundred Dollars  
according to the terms of one certain note ten coupons this day executed  
and delivered by the said Edith E. Douglas and J. F. Douglas to the said part of of the second part  
his heirs or assigns

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 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 making such sale, on demand, to said Edith E. Douglas her  
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Edith E. Douglas [SEAL]

J. F. Douglas [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of January A. D. 1904, before me

John M. Newlin a Notary Public in and for said County and State, came

Edith E. Douglas and J. F. Douglas

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 April 11 1907

John M. Newlin Notary Public.

Filed for Record the 27th day of January A. D. 1904, at 2<sup>45</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

By J. C. Herman Deputy.

The following is endorsed on the original instrument:  
 The first person described having been paid in full the mortgage  
 on which this is a mortgage, this 25th day of July, A.D. 1907.  
 Wm. Dwyer

Recd. July 31-1908  
 All Bonds and By. J. A. Deo.  
 By E. E. Connelley, Reg.