

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Fifth day of August in the year of our Lord, nineteen hundred and Three, between Jennie C. Wright and Edgar Wright her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Paul Leonard of Lawrence, Douglas County, Kansas. of the second part:

Witnesseth, That ~~the~~ said parties of the first part, in consideration of the sum of Fourteen Hundred and Fifty (\$1450.00) Dollars, to ~~them~~ duly paid, the receipt of which is hereby acknowledged, ~~have~~ hold, 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: All of Lot One Hundred and Twenty Nine (129) and the South half 8 1/4 of Lot One Hundred and Twenty Seven (127) on Ohio Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jennie C. Wright and Edgar Wright 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 a mortgage of One Thousand Dollars recorded in Book No 41 on page 88 in Douglas County

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred and Fifty Dollars according to the terms of Two certain Notes this day executed

and delivered by the said Jennie C. Wright and Edgar Wright to the said party of the second part said notes being for \$425.00 each bearing interest at the rate of 6% per annum and due in one and two years from date respectively.

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 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 first parties their 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

Jennie C. Wright [SEAL]

Edgar Wright [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5th day of August A. D. 1903, before me



Corydon E. Lindley a Notary Public in and for said County and State, came

Jennie C. Wright and Edgar Wright 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 June 2 1905

Corydon E. Lindley Notary Public.

Filed for Record the 10 day of August A. D. 1903, at 2:05 o'clock P. M.

All Armstrong Register of Deeds.
By J. C. Lawrence Deputy.

(For Assignment see Book 39 Page 626)