

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this first day of February in the year of our Lord, one thousand nine hundred and four between Ephraim Monror Bourne, a single man of Beatrice in the County of

Franklin

and State of Kansas, of the first part, and

A. E. Skinner

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of

Two Thousand

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 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 East quarter of Section Twenty (27) in Township Fifteen (15) of Range Nineteen (19) containing 160 acre more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ephraim Monror Bourne 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

Two Thousandaccording to the terms of one certain coupon bond this day executed

and delivered by the said party of the first part to the said party of the second part due Feb'y 1905 with ten coupons thereto attached payable semi annually on the first day of February & August in each year without interest on said bond and coupons after the payment due at ten percent per annum. Provided however that if any coupon is not paid at any interest payment after one year after giving 30 days written notice to the First National Bank of Lawrence, Kansas, 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 Ephraim Monror Bourne his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Ephraim Monror Bourne [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin ss.BE IT REMEMBERED, That on this 1<sup>st</sup> day of February A. D. 1904, before me

a Notary Public in and for said County and State, came

Ephraim Monror Bourne, a single 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 June 10<sup>th</sup> 1905Eva Webb

Notary Public.

Filed for Record the 2<sup>nd</sup> day of Feb'y A. D. 1904, at 1<sup>30</sup> o'clock P.M.Alt. Armstrong Register of Deeds.By J. B. Looman Deputy.

The foregoing Mortgage being duly acknowledged on the original instrument  
 on this the original instrument this 29<sup>th</sup> of January A.D. 1910  
 A. E. Skinner.  
 Recorded Jan 29, 1910  
 Floyd L. Lawrence  
 Register of Deeds