

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 17th day of January in the year of our Lord, nineteen
hundred and four, between J. W. Willey Jr.
of Lamar in the County of

Douglas and State of Kansas, of the first part, and
W. B. Brownell of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
One Hundred 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: Lot Number One Hundred and Ninety-six (96) on
Ohio Street in the City of Lamar.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
J. W. Willey Jr. 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
One Hundred Dollars
according to the terms of one certain promissory note this day executed
and delivered by the said J. W. Willey Jr. to the said party of the second part
said note falling due one year after date and bearing interest at the rate
of eight percent per annum

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 of the first part making such sale, on demand, to said party of the second part 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

John W. Willey Jr. [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17 day of January A. D. 1904, before me
Hesterde Standing a Notary Public in and for said County and State, came

John W. Willey Jr.
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 July 3 1907.

Hesterde Standing
Notary Public.

Filed for Record the 16 day of February A. D. 1904, at 5 o'clock P. M.

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

This will remain in effect until the original instrument is
paid in full. The mortgage is hereby assigned to the
and the same shall be subject to the same. W. B. Brownell
attest at Douglas County, Kansas, this 17th day of January, 1904.

Recorded July 14, 1904.
W. B. Brownell
Register of Deeds.