

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKPAT. Co. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of February in the year of our Lord, Nineteen hundred and four, between Maggie A. Andrews and C. R. Andrews her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

F. P. Andrews of Concord New Hampshire of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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 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 No Thirty-three (33) on Ohio Street in the City of Lawrence in said County and State, according to the plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances. Except one certain mortgage of Six hundred and seventy five (675) dollars in favor of the Merrimack County Savings Bank of Concord N. H. 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 promissory note this day executed and delivered by the said parties of the first part to the said party of the second part payable one year after date with interest at the rate of six per cent per annum, in New York Exchange

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 parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 Maggie A. Andrews [SEAL] C. R. Andrews [SEAL]

STATE OF KANSAS, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1904, before me Joseph E. Riggs a Notary Public in and for said County and State, came Maggie A. Andrews and C. R. Andrews her husband 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 March 29 1904 Joseph E. Riggs Notary Public.

Filed for Record the 24th day of February A. D. 1904, at 9²⁵ o'clock A. M.
A. W. Armstrong Register of Deeds.
By J. L. Lawson Deputy.

The following is copy of the original mortgage as recorded herein described. It has been found in full copy and returned, and the same is hereby created and returned, and this is a copy of the original as returned, dated August 20, 1909. F. P. Andrews

*Recorded Aug 4 3 1909
F. L. S. Lawrence
Register of Deeds.*

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Notary Public.

M.
Register of Deeds.
Deputy.