

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this eightyth day of March in the year of our Lord Nineteen
hundred and four, between Ellie Priestly, widow, H. W. Priestly, deceased,
and Gertrude Priestly, unmarried; all heirs at law of William Priestly, deceased,
in the County of Lawrence, in the State of Kansas, of the first part, and Mrs. L. P. Granger
Douglas and State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (500) Dollars,

to them duly paid, the receipt of which is hereby acknowledged, here hold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 north half of the south west quarter of section No. Sixty-six - lot (m), in Township No. Fourteen (14), south, of Range No. Sixty-six (66), East of the 6th P.M., containing eighty (80) acres of land, more or less.

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 indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said second party, her heirs and assigns, forever, against all persons lawfully claiming the same. 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 Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at rate of 10% per annum, until fully paid in cash or by sheriff's Deed to said grantees, 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 her 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 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 the

Ellie Priestly [SEAL.]

H. W. Priestly [SEAL.]

Gertrude Priestly [SEAL.]

STATE OF KANSAS,
County of Douglas ss.

BE IT REMEMBERED, That on this 14th day of March A. D. 1894 before me the undersigned a Notary Public is and for said County and State, came Ellie Priestly, widow, H. W. Priestly, deceased, Gertrude Priestly, unmarried, heirs at law of H. W. Priestly, deceased, 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 Nov. 29, 1894 Joseph E. Riggs,
Notary Public.

Filed for Record the 14th day of March, A. D. 1894, at 5 o'clock P. M.

O. W. Armstrong Register of Deeds.
Deputy.

Recorded Oct 9th 1894
Floyd L. Lawrence
Register of Deeds

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Register of Deeds.

Deputy.