

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 5<sup>th</sup> day of March in the year of our Lord, 1904  
hundred and four, between Edward L. Hutchins and Frankie B. Hutchins, his wife,  
Nebraska of Red Cloud in the County of  
Nebraska and State of Kansas, of the first part, and Frederica Fischer

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum ofSix Hundred (600)

Dollars,

to them duly paid, the receipt of which is hereby acknowledged, he, 1st sold, and by these presents do grant, bargain, sell and mortgage  
 to the said part 2d 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:

Lot One (1) Three (3), Four (4), Seven (7), Fremont Street, Lot Two (2), Four (4), Six (6),  
Eight (8), and Ten (10), Elm Street; Lot (1), Three (3), Four (4), Seven (7), Nine (9),  
and each half of Eleven (11), Elm Street, and Lots Two (2), Four (4),  
Six (6), Eight (8), Ten (10), and each half of Twelve (12), Dearborn Street;  
All in County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Edward L. Hutchins and Frankie B. Hutchins 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.

This Grant is intended as a Mortgage to secure the payment of the sum of

Six Hundred (600) Dollarsaccording to the terms of Best certain promissory note this day executed

and delivered by the said Edward L. Hutchins and Frankie B. Hutchins to the said part 2d of the second part  
Said note due Feb. 14<sup>th</sup>, 1905, and drawing interest at the rate of 7%  
 from date until paid.

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 part 2d 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 part 2d of the second part parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal, the day and year first above  
 written.

Signed, Sealed and Delivered in the Presence ofE. W. OvermanEdward L. Hutchins [SEAL]Frankie B. Hutchins [SEAL]

[SEAL]

STATE OF KANSAS,  
County of Nebraska

BE IT REMEMBERED, That on this 11<sup>th</sup> day of March A. D. 1904 before meE. W. Overman a Notary Public in and for said County and State, cameEdward L. Hutchins and Frankie B. Hutchins, his wife,

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 Aug. 15 1907E. W. Overman

Notary Public.

Filed for Record the 15<sup>th</sup> day of Mar. A. D. 1904 at 8<sup>30</sup> o'clock A. M.W. W. Overman Register of Deeds.

Deputy.

The following is assigned in the original instrument:  
 Bonded Feb. 23 - 1905. The note herein described having been paid in full, this mortgage is hereby  
 released, and the time hereby allotted discharged.  
 As witness my hand this 23<sup>rd</sup> day of Feb. A. D. 1905.  
 E. W. Overman