

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 10<sup>th</sup> day of October in the year of our Lord, Nineteen  
hundred and three, between Daniel H. Lawrence,  
of Georgetown in the County of  
Douglas and State of Kansas, of the first part, and August Hildbrand,  
of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Two hundred and fifty (\$250.00) Dollars,  
to have duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage  
to the said part of 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 west half (1/2) of the north half (1/2) of the south east 1/4 quarter (1/4) of  
section twenty three (23) Township Twelve (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
Daniel H. Lawrence, do hereby covenant and agree that  
at the delivery hereof they bring 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  
Two hundred and fifty dollars  
according to the terms of one certain Note this day executed  
and delivered by the said Daniel H. Lawrence to the said part of of the second part  
due three years after date, interest at 5 per cent, payable annually.

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 of 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 sale, and the overplus, if  
any there be, shall be paid by the part of making such sale, on demand, to said Daniel H. Lawrence, his  
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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  
D. H. Lawrence, [SEAL]  
[SEAL]  
[SEAL]  
(as ab.)

STATE OF KANSAS,  
Douglas County }

BE IT REMEMBERED, That on this 24<sup>th</sup> day of Feb. A. D. 1904, before me  
a Justice of the Peace a Notary Public in and for said County and State, came  
D. H. Lawrence, 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 1905 Thomas J. Custard, Notary Public.

Filed for Record the 19<sup>th</sup> day of Nov. A. D. 1904 at 11<sup>25</sup> o'clock Am.  
W. L. Annuborg Register of Deeds.  
Deputy.

The following is extracted from the original instrument:  
This Note herein described having been paid in full, this mortgage  
is hereby released and the lien thereon is hereby discharged.  
Witness my hand this 10<sup>th</sup> day of October A. D. 1904,  
August Hildbrand,

Received October 23<sup>rd</sup> 1904  
W. L. Annuborg,  
Register of Deeds.