

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 17<sup>th</sup> day of April in the year of our Lord, Twenty hundred and four, between Charlotte Burns and William Burns, her husband, of the Township of Clinton in the County of Douglas and State of Kansas, of the first part, and M. S. Foster of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred 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 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:

Commencing 77 Rods from the north west corner of the north west quarter of Section Twenty - five (25) in Township Thirteen (13) south, of Range Eighteen (18) and west line of said quarter; Each eighteen (18) Rods; thence south fifty - three & one - third (53 1/3) rods; thence west to the west line of said quarter eighteen (18) rods; thence north fifty - three & one - third (53 1/3) rods to place of beginning, containing Six (6) acres, 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars, according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said party of the second part payable for and a half year after date with interest thereon according to the terms of said note and coupons thereto attached.

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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of the Notary Public for said County being first then explained to said William Burns by the said Notary Public the same words were made in my presence.

Charlotte Burns [SEAL]  
William Burns [SEAL]  
Notary [SEAL]  
(seal)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of April A. D. 1904, before me Hugh Blair a Notary Public in and for said County and State, came Charlotte Burns and William Burns, 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 28<sup>th</sup> Dec. 1905 Hugh Blair Notary Public.

Filed for Record the 18<sup>th</sup> day of April A. D. 1904 at 8 o'clock P. M.

Edmund Strong Register of Deeds.  
Deputy.