

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of March in the year of our Lord, 1904 and third, between John Lederer and Nora Lederer (his wife) of _____ in the County of Douglas and State of Kansas, of the first part, and George C. Knoxville of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven hundred and Fifty (\$750.00) 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 part 2d 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 south east one quarter (1/4) of section Twenty six (26) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John Lederer and Nora Lederer his wife do hereby covenant and agree that at the delivery hereof they and 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 Seven hundred fifty Dollars according to the terms of Cash certain Cash Note this day executed and delivered by the said John Lederer and Nora Lederer, his wife, to the said part 2d of the second part George C. Knoxville.

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 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 2d making such sale, on demand, to said John Lederer and Nora Lederer, his wife, heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Hugh Blair

John Lederer

Nora Lederer

STATE OF KANSAS,
County of Douglas ss.

BE IT REMEMBERED, That on this 24 day of November A. D. 1903, before me Hugh Blair a Notary Public in and for said County and State, came John Lederer and Nora Lederer, 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 28 Decr. 1905

Hugh Blair

Notary Public.

Filed for Record the 19 day of April A. D. 1904 at 1:20 o'clock P. M.

W. W. Armstrong

Register of Deeds.

Deputy.

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 19th day of April, 1904, and is subject to the provisions of the Act of March 1st, 1904, (Chapter 499) relating to the recording of mortgages.

Recorded Feb 23 to 1904
C. W. Armstrong
Register of Deeds,
Douglas County, Kansas