

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this twentieth day of April in the year of our Lord, twentieth hundred and four (1904), between Frances C. Herrick, widow of Christian M. Herrick, deceased, of the County of Douglas and State of Kansas, of the first part, and Mrs. S. P. Baugman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eight hundred, (\$800) Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth 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:

Lot numbered Two (2), Three (3) and Seven (7), being the south west fractional quarter of section No. One (1), in Township No. Twelve (12), South, of Range No. Eighteen (18), East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Frances C. Herrick doth hereby covenant and agree that at the delivery hereof she is 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 she will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against all persons lawfully claiming same.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said party of the second part.

Due in five years from date, with interest from date to maturity, secured by coupons, attached thereto, and interest after maturity, or default at the rate of ten per cent. per annum, until fully paid in cash or by Sheriff's Deed to above described property. 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 party of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

J. A. Copley,

Geo. H. Cornell

Frances C. Herrick

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 23<sup>d</sup> day of April A. D. 1904 before me

D. Baughman a Notary Public in and for said County and State, came Frances C. Herrick, widow of Christian M. Herrick, 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 June 6<sup>th</sup> 1905

D. Baughman,

Notary Public.

Filed for Record the 25<sup>th</sup> day of April A. D. 1904 at 9<sup>00</sup> o'clock A.M.

W. Baughman,

Deputy.

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Notary Public.

A. M.

Register of Deeds,  
Deputy.

This foregoing is subject to the original Indenture, to wit: from Baughman to Herrick, this mortgage is hereby released. What the time hereby created discharge is hereby acknowledged. This day of June 23<sup>rd</sup> 1904. W. Baughman, Notary Public.

Recorded July 2<sup>nd</sup> 1904  
W. Baughman,  
Register of Deeds.