

MORTGAGE RECORD No. 42.

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

This Indenture, Made this fifth day of May in the year of our Lord, one thousand and four hundred and four (1904) between Lida W. Eldridge, a widow, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. T. Lincoln of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred (\$600) Dollars, to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth grant, bargain, sell and mortgage to the said party 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:

Lot No. One Hundred and Thirty-four (134) in the York Sub in the City of Lawrence.
Part of the first part hereby agrees to maintain insurance for \$500. in the buildings now on or to be erected on said premises, for the benefit of said second party, or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lida W. Eldridge 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 inalienable 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 said second party, his heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars.

according to the terms of one certain mortgage note this day executed and delivered by the said Lida W. Eldridge to the said party of the second part due in five years from date with interest from date to maturity as evidenced 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 a single bond at the 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 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 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 hath hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lida W. Eldridge [SEAL]
 [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 11th day of May A. D. 1904, before me the undersigned a Notary Public in and for said County and State, came Lida W. Eldridge, a widow,

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 November 5th 1905

James Brooks Notary Public.

Filed for Record the 10th day of May A. D. 1904, at 10²⁵ o'clock A.M.

W. Armstrong Register of Deeds.
 Deputy.

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Official seal on the day and

Riggs
 Notary Public.

P. M.
 Register of Deeds.
 Deputy.

(Free Release Enclosed. 440 313)