

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 24<sup>th</sup> day of May in the year of our Lord, eighteen  
hundred and Four, between Harry Sedgwick and Francis D. Sedgwick,  
his wife, of the Township of Grant in the County of  
Douglas and State of Kansas, of the first part, and M. M. Manley  
 of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
One hundred and sixty 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 2<sup>d</sup> 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:

Beginning at the South-east corner of the North-west fractional quarter of Sec. 17  
 in Township 12 of Range 20 East; thence North 2.75 feet; thence West 622 feet to the  
 Right of Way of the Union Pacific Railroad Company; thence West 100 feet across said Right-  
 of Way; thence West 147 feet to the bank of the Kansas River; thence South along said bank  
 275 feet more or less to the South line of said quarter section; thence East 135 feet  
 to said Right of Way; thence East 100 feet across said Right of Way; thence East  
 34 feet to the place of beginning containing five acres of land exclusive of said Right  
 of Way, less the Right of Way of said Union Pacific Railroad Company in Douglas  
 County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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  
One hundred & sixty 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 part 2<sup>d</sup> of the second part  
payable two years 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 part 2<sup>d</sup> 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 part 2<sup>d</sup> making such sale, on demand, to said Parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seals the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Lennie Watt

Harry Sedgwick [SEAL-]  
Francis D. Sedgwick [SEAL-]  
 [SEAL-]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of May A. D. 1912, before me  
Lennie Watt a Notary Public in and for said County and State, came  
Harry Sedgwick and Francis D. Sedgwick, his wife,  
to me personally known to be the same  
 persons 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 10<sup>th</sup> March 1915.

Lennie Watt Notary Public.

Filed for Record the 25<sup>th</sup> day of May A. D. 1912 at 5<sup>45</sup> o'clock P. M.

W. W. Armstrong Register of Deeds.  
 Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. At witness my hand and seal this 27<sup>th</sup> day of June, A. D. 1912  
Emily A. Adell  
M. M. Manley

Recorded June 27 1912  
 Lloyd L. Lawrence, Register of Deeds.  
 (Part of Release Subscribed 44 Page 139)