

MORTGAGE RECORD No. 42.

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

This Indenture, Made this twelfth day of May in the year of our Lord, one thousand nine hundred and four, between Emeline Thornton a widow woman of Lawrence of Douglas and State of Kansas, of the first part, and Mary Keagy of the same place of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Two Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 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 Number Fifty-five (55) Fifty-seven (57) and Fifty-nine (59) in Block Number Ten (10) in West Lawrence, in City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said do hereby covenant and agree that at the delivery hereof 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

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Emeline Thornton for \$100.00 each due respectively 18 & 22 Months to the said part of the second part

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 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 part of her making such sale, on demand, to said Emeline Thornton her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Emeline Thornton [SEAL] [SEAL] [SEAL]

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this twelfth day of May A. D. 1904, before me Emeline Thornton a Notary Public in and for said County and State, came



Emeline Thornton to me personally known to be the same, person, who executed the foregoing instrument and duly acknowledged the execution of the same, to be her own voluntary act and deed. 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 5 1904 James Brooks Notary Public.

Filed for Record the 25th day of May A. D. 1904, at 10 22 o'clock P. M. A. O. Armstrong Register of Deeds. Deputy.

*This Mortgage is Enclosed in the Original Instrument. The Note for \$100.00 is enclosed having been paid in full. This Mortgage is hereby released and the title thereby created is returned. As witness my hand this 17th day of May 1907.*  
*Mary Keagy*  
*Emeline Thornton*

*Recorded Jan 11 - 1907  
W. H. Armstrong  
Register of Deeds*