

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 23rd day of May, in the year of our Lord, Twenty hundred and four, between George E. Bryant and Nellie E. Bryant, his wife of the City of Douglas and State of Kansas, of the first part, and M. M. Manley of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Hundred 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^d 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 number One hundred and thirty-eight (138) on Illinois Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 One Hundred 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^d of the second part

payable one year 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^d 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 2^d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 2^d of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Wall

Geo. E. Bryant [SEAL]

Nellie E. Bryant [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of May, A. D. 1904, before me

Jennie Wall

a Notary Public in and for said County and State, came George E. Bryant and Nellie E. Bryant, 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 30th Mch. 1905

Jennie Wall Notary Public.

Filed for Record the 31st day of May, A. D. 1904 at 9¹⁵ o'clock P. M.

W. W. Armstrong Register of Deeds.
Deputy.

This mortgage is given in full for the mortgage of the premises described in the foregoing instrument and the same is hereby acknowledged by the parties thereto on this 23rd day of May, 1904. Witness my hand and seal this 23rd day of May, 1904. M. M. Manley.

Recorded Dec 10 1904
W. W. Armstrong
Register of Deeds.