

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this tenth day of May in the year of our Lord, one thousand nine hundred and four, between Carrie J. Pellet and Richard E. Pellet her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Trust and Savings Bank a Corporation of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 party of the second part its 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 eight Rhode Island Street in the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Carrie J. Pellet do 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 against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars.

according to the terms of one certain promissory note this day executed by the said and delivered by the said Carrie J. Pellet and Richard E. Pellet to the said party of the second part: and nothing given for the sum of Seven hundred Dollars, dated May 10-1904, due and payable in five years from date thereof, with interest thereon from the date thereof, until paid according to the terms of said note and 10 cents of \$2.00 Dollars each month thereafter.

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 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 making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS.

} ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 1____, before me _____ a Notary Public in and for said County and State, came

_____ 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 _____

Notary Public.

Filed for Record the _____ day of _____ A. D. 1____, at _____ o'clock _____ M.

Register of Deeds.

Deputy.