

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

This Indenture, Made this 9th day of June, in the year of our Lord, one thousand nine hundred and four (1904) between John Clark and Nancy J. his wife of Quiblick in the County of Douglas and State of Kansas, of the first part, and Harry D. Ellis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of two thousand 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 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:

The North East quarter of Section Thirteen (13) and the North West quarter of Section Thirteen (13), Township Tenth (10), Range Eighth (8) and containing 200 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Clark does hereby covenant and agree that at the delivery hereof he is 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 two thousand Dollars.

according to the terms of one certain coupon bond, this day executed and delivered by the said John Clark and Nancy J. Clark to the said party of the second part due June 1st 1907 with ten coupons thereto attached payable semi-annually on the first day of June and December in each year with interest on said bond and coupons after the same became due at ten percent per annum. Provided, however \$100 or any multiple thereof may be paid at any maturity of payment at the option of the said party of the first 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 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 thereof 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 of the first part making such sale, on demand, to said John Clark his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

John Clark [SEAL]
Nancy J. Clark [SEAL]
[SEAL]

STATE OF KANSAS.

County of Franklin

BE IT REMEMBERED, That on this 11th day of June, A. D. 1904, before me

John Clark and Nancy J. his wife Notary Public in and for said County and State, came

person s 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 on the 10th day of June 1907 Eva Webb Notary Public.

Filed for Record the 13 day of June, A. D. 1904, at 5²⁵ o'clock A.M.

W. W. Armstrong Register of Deeds.

as provided herein, if of the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on next premises

The following is enclosed on the original instrument:
The original mortgage, showing every page in full, it is hereby acknowledged
on this the original instrument, this 23rd day of May, A.D. 1904, Harry D. Ellis

Recorded May 24th 1904
W. W. Armstrong
Register of Deeds