

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twentieth day of June in the year of our Lord, nineteen hundred and four (1904), between Emily Taylor, widow, and Thornton Taylor and Suzie Taylor, his wife, heirs of Brandon Taylor deceased in the County of Douglas and State of Kansas, of the first part, and Frank Barty of the second part:

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

Block No. One hundred and twenty-two (122) One hundred and twenty-four (124), One hundred and twenty-six (126), One hundred and twenty-eight (128), One hundred and thirty (130) and One hundred and thirty-two (132) in the Northwest Quarter of Section 36, Township 36 North, Range 10 West, 6th Meridian, all in Raymond Place, a Subdivision of Block No. Fifty-five (55) and both East One fourth of Block No. Fifty-six (56) in West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 Eighty Dollars according to the terms of the certain mortgage note this day executed

and delivered by the said parties of the first part to the said party of the second part due in two years from date with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity until fully paid at the rate of ten per cent until fully paid in cash or by Sheriff's sale of any property.

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 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 parties of the first part, their 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

Witness: Frank Barty
Lena Ables

Emily Taylor [SEAL]
Thornton Taylor [SEAL]
Suzie A. Taylor [SEAL]

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 20 day of June A. D. 1904, before me

The undersigned, a Notary Public in and for said County and State, came Emily Taylor, widow, and Thornton Taylor and Suzie Taylor, his wife, heirs of Brandon Taylor deceased, 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 Dec. 1905

Wm. J. Sinclair
Notary Public.

Filed for Record the 29 day of June A. D. 1904, at 2 o'clock P. M.

W. W. Brumby Register of Deeds.
Deputy.

This mortgage is endorsed on the original instrument, at the mortgagor's place, and the mortgagor hereby created and changed this mortgage in force, released and the date of July 20, 1904, do return this bond after 9: day of July 1904.

Recorded July 20 1904.
Floyd L Lawrence
Register of Deeds

See Release on Book 77 Page 535