

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. - JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15 day of May in the year of our Lord, one thousand nine hundred and Four, between Geo. E. Stubb and Theresa Stubb husband and wife, of Wallsville in the County of Franklin and State of Kansas, of the first part, and J. C. Scott of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred Fifty (\$350.00) 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 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:

All of the North East One Quarter (1/4) of Section No. Thirty Two (32), Township Fourteen (14), Range Twenty One (21) East, containing One Hundred Sixty (60) 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 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 except a first Mortgage of Twenty One Hundred Fifty and 00/100 (\$150.00) held by J. C. Scott and Effie Scott. This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Fifty and 00/100 Dollars according to the terms of a certain coupon note this day executed and delivered by the said parties of the first part 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 same become due and payable, and it shall be lawful for the said parties of the second part heirs 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 parties 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

Geo. E. Stubb [SEAL]
Theresa Stubb [SEAL]
[SEAL]

STATE OF KANSAS,
County of Franklin

BE IT REMEMBERED, That on this 18 day of May A. D. 1904, before me

Geo. E. Stubb and Theresa Stubb, husband and wife

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 on the 1st day of July 1906 J. C. Kihler Notary Public.

Filed for Record the 2nd day of July A. D. 1904, at 1:00 o'clock P. M.
W. W. Armstrong Register of Deeds.
Deputy.

The following is entered on the original instrument:
This mortgage was duly recorded on the 15th day of May 1904
on this the original instrument this 18th day of May 1904
Witness my hand and seal at Lawrence, Kansas
J. C. Scott
Notary Public

Recorded April 13 1904
C. W. Loring
Register of Deeds