

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jones &amp; Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twelfth day of July in the year of our Lord, Nineteen  
hundred and four, between C. C. Ballard and G. W. Ballard (husband)  
of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and G. J. Grover  
of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Fourteen 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 2d 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: lots one hundred and seven (107) one  
hundred and nine (109) and one hundred and eleven (111)  
Monroe Street, Baldwin, 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  
C. C. Ballard and G. W. Ballard do hereby covenant and agree that  
at the delivery hereof they one 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  
Fourteen hundred Dollars  
according to the terms of one certain note & two coupons this day executed  
and delivered by the said C. C. Ballard and G. W. Ballard to the said part 2d of the second part  
his heirs or assigns.

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 2d 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 2d making such sale, on demand, to said C. C. Ballard, her  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

C. C. Ballard. [SEAL.]

G. W. Ballard. [SEAL.]

[SEAL.]

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of July A. D. 1904, before me

Chas. E. Mors. a Notary Public in and for said County and State, came

C. C. Ballard, and G. W. Ballard, her husband

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 Nov 9<sup>th</sup> 1907.

Chas. E. Mors. Notary Public.

Filed for Record the 19<sup>th</sup> day of July A. D. 1904, at 2<sup>50</sup> o'clock P.M.

W. W. Carson Register of Deeds.  
Deputy.

One (estimated) is endorsed on the official instrument.  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. An witness may have this day of July A. D. 1904.  
G. J. Grover

The following is endorsed on the official instrument:  
 Recorded Nov. 3 1905  
David L. Lawrence  
Gov. C. M. Coffey  
 Register of Deeds