

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Leath day of August in the year of our Lord, nineteen
hundred and Four (1904) between J. A. Keeler and Annie S. Keeler, his wife
Douglas of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Ornelia Seymour
 of the second part:

Witnesseth, That the said part^{ies} of the first part, in consideration of the sum of
Four Hundred (\$400.) 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^y of the second part her 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 East half of Lot No. Four (4), in Block No. Four (4), of Lane's First
Addition to the City of Lawrence:
Said parties of the first part hereby agree to maintain insurance for
\$400. on the building now on lot to be erected, on said premises,
for the benefit of the said second party, her heirs or assigns,
during the existence of this loan

with all the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein. And the said
J. A. Keeler and Annie S. Keeler do hereby covenant and agree that
 at the delivery hereof they are the lawful owner^s of the premises, above granted, and seized of a good and infeasible
 estate of inheritance therein, free and clear of all incumbrances. and that they will Warrant and Defend the same
in the quiet and peaceable possession of said second party, her heirs or assigns, against
all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of
Four Hundred Dollars.

according to the terms of one certain mortgage note this day executed
 and delivered by the said parties of the first part to the said part^y of the second part
due in Three years, with interest from date of maturity as evidenced by coupons
attached thereto and interest after maturity or default at the rate of 10% per annum,
until fully paid in cash or by check and to be deposited properly
 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^y of the second part her 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 surplus, if
 any there be, shall be paid by the part^y making such sale, on demand, to said parties of the first part, their
 heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part have hereunto set their hands and seal^s the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

J. A. Keeler [SEAL]
Annie S. Keeler [SEAL]
 [SEAL]

STATE OF KANSAS,

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

The undersigned a Notary Public in and for said County and State, came
J. A. Keeler and Annie S. Keeler, his wife.

to me personally known to be the same
 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 June 25 1905

Ophelia E. Lindley
 Notary Public.

Filed for Record this 10 day of Aug. A. D. 1904 at 4²⁰ o'clock P.M.

A. W. Armstrong Register of Deeds.
By Alice E. Armstrong Deputy.

hundred
wife
 the County of

second part:

of the sum of

Dollars,

and mortgage

of Douglas,

street

and agree that

indefeasible

of the sum of

second part

brings

part thereof, or

amount shall

assignments, at any

arising from

the surplus, if

their

year first above

[SEAL.]

[SEAL.]

[SEAL.]

before me

and State, came

to be the same

on the day and

Notary Public.

Register of Deeds.

Deputy.

*The following is endorsed on the original instrument
 recorded in this office. It was made by the parties
 hereto and is a true and correct copy of the original
 instrument as recorded in this office.*

*Recorded Sept. 14th 1904
 1248 Armstrong, Reg. of Deeds.
 1249 Lewis & Armstrong, Dep.*