

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 15th day of August in the year of our Lord, nineteen hundred and four (1904) between Geo. C. Esterly and Eleanor E. Esterly, his wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Mary K. Clark of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen Hundred (\$1800) 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 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:

Park Lot No. Ten (10), and the East 13 and 2 feet of Park Lot No. Twelve (12), in the City of Lawrence;

parties of the first part hereby agree to maintain insurance for \$1500 on the buildings now or to be erected on said premises, for the benefit of the party of the second part, her heirs or assigns, during its existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. C. Esterly and Eleanor E. Esterly 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, and that they will warrant and defend the same in the quiet and peaceable possession of the said second party, her heirs and assigns, against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred Dollars

according to the terms of five certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part for part purchase money, payable on or before same term date with interest pendente lite maturity as evidenced hereby, and interest after maturity or default at the rate of 10% per annum until fully paid and each or by the sheriff due to and for profit.

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 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 overplus, if any there be, shall be paid by the party 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. C. Esterly [SEAL] Eleanor E. Esterly [SEAL]

STATE OF KANSAS, Douglas County

BE IT REMEMBERED, That on this 15th day of August A. D. 1904, before me the undersigned a Notary Public in and for said County and State, came Geo. C. Esterly and Eleanor E. Esterly, his wife

them 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 Dec 15th 1904 Wm. L. Sinclair Notary Public.

Filed for Record the 15th day of Aug A. D. 1904, at 2 o'clock P.M. R. W. Armstrong Register of Deeds. Ed. C. Armstrong Deputy.

The following is enclosed on the original instrument: The State of Kansas, Douglas County, is hereby released and the lien hereby created is changed to without any bond this 17 day of August 1904. (Attest) Robert P. Clark.

Recorded Sept 10th 1904. (Attest) W. W. Armstrong, Register of Deeds.