428 MORTGAGE RECORD No. 42. MORTOAGE Standard Form, Jorgess Co., Printers, Bioders and Blank Book Makers, Lawrence, Kan This Indenture, state this beauting Miltory of Ququet_____ in the year of our Lord, Minuteun hum ______ Oud four______ between Claud, R. Dieker. and Minuie Wife _______ of Kaurence_____ in the Count ______ Dauglag_____ and State of Kansas, of the first part, and W. S. Lee. in the year of our Lord, Univerteen hundred of Lawrence____in the County of of the second parts Witnesseth, That the said purt (4) of the first purt, in consideration of the sum of Three Hundred_ to _______ duly paid, the receipt of which is hereby acknowledged, ha @sold, and by these presents do ____ grant, bargaia, sell and mortgage to the said part of the second part heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, to the said part of the second part and State of Kansas, described as follows, to wit: Commencing at the S. W. Conner of Rloek W Server(7) in that part of the Bits of Lawrence known as north Rawrence thence last (5) fifty one feet, thence north hive (9) Rods Lix feet and Sixinde Thence West fifty one (11) feet, thence South, new Rode Six (6) feet and six inches to place of beginning. with all the appurtenances, and all the estate, title and interest of the said part 600 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 owner sof the premises, above granted, and spized 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 Three hundred Dollars ("30000) according to the terms of _____ Cere ____ rettain ____ liote___ this day executed _____ and delivered by the said Claud, R. Diescer, and Musicie, length the said part. 7 of the second part W. S. Lee. payable three years after date with interest at the of 7 % per annume according to three Curpons attached to Said note. 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 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 44 making such sale, on demand, to said Claude, R. Sietter, his IN WITNESS WHEREOF, The said part 40 of the first part ha 12 hereunto set Their hand 2 and seal the day and year first above heirs and assigns. Claud, R. Dicker. [SEAL] written. Signed, Sealed and Delivered in Presence of Minnie Dicker, [SEAL] ISEAL. STATE OF KANSAS, Douglas County___ day of august A. D. 1904, before me itth BE IT REMEMBERED, That on this ______ 17th ______ a Notary Public in and for said County and State, came Claud, R. Dicker, and Minnie Wife .. to me personally known to be the same L.S. person J 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. Geo a Baulos _______ Notary Public. My Commission Expires Nov. 27. 1904 Filed for Record the_ 18 th day of Quyust_ A. D. 1904, at 4 50 o'clock P_M. all thrustrong , Register of Deeds.