

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this fourth day of June in the year of our Lord, nineteen hundred  
and four, between William P. Mason and Sarah J. Mason his wife  
 of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Mrs Gertrude Wright of Phoenix  
Arizona, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One hundred Dollars,  
 to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage  
 to the said party 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:

Lot Number thirty three (33) in Addition  
Number Five (5) to North Lawrence, now in the City of Lawrence.

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 owner of the premises, above granted, and seized of a good and inalienable  
 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  
One hundred Dollars,  
 according to the terms of One certain note this day executed  
 and delivered by the said parties of the first part to the said party of the second part  
payable twelve months after date with interest at seven per cent  
until due, and 10% after maturity, until paid.

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 of the first part 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 hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of  
Hugh Blair having been first  
explained to said Sarah J. Mason.

W P Mason, [SEAL]  
Sarah J. Mason, [SEAL]  
Mark, [SEAL]

STATE OF KANSAS,

Douglas County, ss.BE IT REMEMBERED, That on this 21<sup>st</sup> day of June A. D. 1904, before me

a Notary Public in and for said County and State, came  
William P. Mason, and Sarah J. Mason, his wife  
 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 28<sup>th</sup> Dec, 1905Hugh Blair, Notary Public.Filed for Record the 22<sup>nd</sup> day of August A. D. 1904, at 10<sup>45</sup> o'clock A. M.W. Armstrong, Register of Deeds.  
 Deputy.

*The foregoing is a copy of the original mortgage in my possession. I have compared the same with the original and find it correct. I am a Notary Public in and for Douglas County, Kansas, and my commission expires on the 28th day of December, 1905.*  
W. P. Mason  
Sarah J. Mason  
Mark  
Hugh Blair  
W. Armstrong  
Deputy