

# MORTGAGE RECORD No. 42.

431

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

This Indenture, Made this 3<sup>rd</sup> day of August in the year of our Lord, twenty hundred and four (1904), between E. B. Garrett (married) of Linn in the County of Douglas and State of Kansas, of the first part, and Mrs. S. B. Baisley of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

S. 4 Number One Hundred and fifty four (54) Tennessee Street Lawrence Kansas

This mortgage is given to secure the payment of a portion of the purchase money for said above described premises

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Two Thousand dollars according to the terms of Four (4) certain promissory notes this day executed and delivered by the said E. B. Garrett to the said party of the second part payable \$500 Aug 25 - 1906 - \$500 Aug 23<sup>d</sup> 1907 - \$500 Aug 23<sup>d</sup> 1908 and \$500 August 25<sup>d</sup> 1909

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 E. B. Garrett his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

E. B. Garrett [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of August A. D. 1904, before me

Alfred Whitman Notary Public in and for said County and State, came E. B. Garrett (married)

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 Jan 14 1907

Alfred Whitman Notary Public.

Filed for Record the 2<sup>nd</sup> day of Aug A. D. 1904, at 11<sup>05</sup> o'clock A. M.

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

For Release see Book 51 Page 506