

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO. Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this eleventh day of October in the year of our Lord, one thousand
four between Charles P. Roy and Julia A. Roy husband and wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and John P. Barker of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Eight Hundred Dollars 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 2d of the second part his 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 South-west Quarter of the North-west Quarter of Section Five (5), of Township
Eighteen (18), Range Eighteen (18) East of the Sixth principal Meridian and
containing Forty (40) acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Parties of the first part do hereby covenant and agree that
 at the delivery hereof Roy and 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
Eight Hundred Dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part 2d of the second part
and due and payable Oct 1st 1917

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 2d 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 2d making such sale, on demand, to said first parties
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Charles P. Roy [SEAL]
Julia A. Roy [SEAL]
John P. Barker [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 11 day of Oct A. D. 1917, before me

M. E. Uri a Notary Public in and for said County and State, came
Charles P. Roy and Julia A. Roy husband and wife
 to me personally known to be the same

persons 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 12 1918 M. E. Uri Notary Public.

Filed for Record the 12 day of Oct A. D. 1917, at 8 o'clock A. M.

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

The following is a true and correct copy of the original instrument as the same appears in the records of the County of Douglas, Kansas, and is certified to be correct by the undersigned, County Clerk of Douglas, Kansas, on this 13 day of October, A.D. 1917.
 J. P. Barker.

Rec'd - 11-10-17.
 All Transferring Reg. of Deeds.
 By Elsie E. Armstrong, Reg.