

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 18<sup>th</sup> day of October in the year of our Lord, one thousand nine hundred four between Albert K. Stevens a single man of Douglas in the County of Douglas and State of Kansas, of the first part, and Felitha D. Stevens of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Five Hundred (\$500.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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:

An undivided one half of the South west quarter of Section Number Eleven (11) Township Number Fourteen (14) Range Number Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Albert K. Stevens 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 and that he will warrant and defend the same against all claims whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred (\$500.00) Dollars according to the terms of one certain promissory note according to the terms of certain this day executed and delivered by the said Albert K. Stevens to the said part 2<sup>d</sup> of the second part 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 2<sup>d</sup> of the second part 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 1<sup>st</sup> making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part ha... hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

} ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1\_\_\_\_\_, before me \_\_\_\_\_ a Notary Public in and for said County and State, came

\_\_\_\_\_ 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 \_\_\_\_\_

I \_\_\_\_\_

Notary Public.

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Register of Deeds.

Deputy.