

## MORTGAGE RECORD No. 42.

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This Indenture, Made this Thirtieth day of October in the year of our Lord, nineteen  
hundred and four, between Samuel Barber, a single man of the  
township of Clinton in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Five hundred 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 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 East half (S) of South East quarter (S) Section Eight (S) and North East  
quarter of North East quarter of Section Number Seventeen (S) all in Township Thirteen  
(S) Range Thirteen (S) in said County and State, containing 120 acres more or less.

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  
Five hundred Dollars  
 according to the terms of one certain note this day executed

and delivered by the said Party of the first part to the said party of the second part  
payable as follows \$500. in 6 months from date with interest at 8% and \$500. in 3 years  
from date with semi-annual interest according to coupons attached to said last 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 party 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 party of the first part, making such sale, on demand, to said Party of first part, 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

Jennie WattSamuel Barber [SEAL.]

[SEAL.]

[SEAL.]

## STATE OF KANSAS,

Douglas County ss.BE IT REMEMBERED, That on this 31 day of October A. D. 1904, before meJennie Watt a Notary Public in and for said County and State, cameSamuel Barber an unmarried manto 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 30<sup>th</sup> Nov. 1905Jennie Watt Notary Public.Filed for Record the 31 day of Oct. A. D. 1904 at 7<sup>15</sup> o'clock P. M.A. W. Armstrong Register of Deeds.By Eric C. Armstrong Deputy.

The following is entered on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released,  
 and the sum hereby created discharged. Witness my hand this 12th day of March, 1909.  
 Jennie Watt  
 Recorded March 12, 1909  
 J. Watt & Son, Notary  
 Registered paid