

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Thirteenth day of November in the year of our Lord, one thousand  
hundred and Four between James M. Charles and Martha E. Charles, his  
wife of the Township of Edgar in the County of  
Douglas and State of Kansas, of the first part, and  
Carrie E. Pratt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seven Hundred and Fifty 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 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:

The North West fractional quarter (S) of the North West quarter (S) of Section One  
in Township Thirteen (S) of Range (20) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 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 owners of the premises, above granted, and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances save and except a certain their mortgage  
of 1930 made by and between said parties hereto.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Seven Hundred and Fifty 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 three years after date with interest at 6% from date.

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 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 Parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Jennie Watt

James M. Charles [SEAL]

Martha E. Charles [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 3rd day of November A. D. 1904, before me

Jennie Watt a Notary Public in and for said County and State, came  
James M. Charles Martha E. Charles, his 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 31st Nov 1905 Jennie Watt Notary Public.

Filed for Record the 5 day of Nov. A. D. 1904, at 1:20 o'clock P. M.

A. W. Cunningham Register of Deeds.  
By Alice Cunningham Deputy.

One mortgage to record on this record instrument.  
 The same has been paid for by the mortgagor and the mortgage is hereby returned to the mortgagor.  
 At witness my hand this 13th day of Nov. A. D. 1904  
Carrie E. Pratt

Recorded Sept. 14 1920  
Estelle Northrup  
 Register of Deeds.