

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 21st day of October in the year of our Lord, thirteen
hundred and four 1904, between C. H. Ashton and Ashton his wife
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Harry E. Under of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eight Hundred ¹⁰⁰ 00 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 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:

Lot Number One Hundred and Eighty-six (186) and One Hundred and
Eighty-eight (188) Ohio Street in the City of Lawrence.

The 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 part of the first part therein. And the said parties
the first part do hereby covenant and agree that
at the delivery hereof they are 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 ¹⁰⁰ 00 Dollars
according to the terms of and certain promissory note this day executed
and delivered by the said C. H. and Ashton to the said part of the second part
payable on or before six months 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 part 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 part making such sale, on demand, to said C. H. Ashton, his
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

C. H. Ashton [SEAL]

Anna P. Ashton [SEAL]

[SEAL]

STATE OF KANSAS.

County of Douglas

BE IT REMEMBERED, That on this 4th day of November A. D. 1904, before me

Alfred Whitman Notary Public in and for said County and State, came
C. H. Ashton and Ashton his wife

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 January 17th 1905

Alfred Whitman Notary Public.

Filed for Record the 21st day of October A. D. 1904, at 2⁰⁰ o'clock P. M.

R. W. Cunningham Register of Deeds.
By R. W. Cunningham Deputy.

*The following is a true and correct copy of the original instrument.
The note being described showing same page in field
This mortgage is given to secure the payment of a portion of the purchase money
for said above described premises.
The mortgage is given to secure the payment of a portion of the purchase money
for said above described premises.
The mortgage is given to secure the payment of a portion of the purchase money
for said above described premises.*

*Recorded Nov 16 1904
R. W. Cunningham
Register of Deeds*