

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21<sup>st</sup> day of November in the year of our Lord, 1904  
hundred and Four (1904), between Thomas Lee and Eliza Lee, his wife  
 of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Wm. B. Amick  
 of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twelve Hundred (\$1200) 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 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 North East Quarter of Section Number Twelve (12), in Township  
number Thirteen (13), South, of Range number seventeen (17) East of  
the 6<sup>th</sup> P.M. containing 160 acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Thomas Lee and Eliza Lee 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 and that they will warrant & defend the same in  
the quiet and peaceable possession of said second party, his heirs and assigns forever, against all  
persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of  
Twelve Hundred Dollars

according to the terms of an certain mortgage note made this day executed  
 and delivered by the said parties of the first part to the said party of the second part  
in five years from date, with interest from date to maturity, at the rate  
ten percent per annum, until fully paid in cash or by Sheriff's Sale, to above described  
property.  
 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 making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Thomas Lee [SEAL]  
Eliza Lee [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 21<sup>st</sup> day of November A. D. 1904, before me

the undersigned a Notary Public in and for said County and State, came  
Thomas Lee and Eliza Lee, 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 March 29<sup>th</sup> 1905 Joseph B. Rizzo Notary Public.

Filed for Record the 21<sup>st</sup> day of Nov. A. D. 1904, at 3<sup>00</sup> o'clock P.M.

A. W. Armstrong Register of Deeds.  
By Eliza B. Armstrong Deputy.

For release see book 72 page 3577  
 Instrument in Book P 633