

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25 day of Nov. in the year of our Lord, nineteen hundred and four, between Katie R. Bullock and James A. Bullock, her husband, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh (Clare) of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and ninety 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 West half (2) of the South 200 feet of that part of the South West quarter (2) of Block Four (2) in Block Addition to the City of Lawrence lying East of S.D. & R.R. and North of Kansas street, Shawnee, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred & ninety Dollars according to the terms of his certain note this day executed

and delivered by the said parties of the first part to the said party of the second part within two years after date to order of party of second part at Merchants National Bank, Lawrence, Kansas.

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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lennie Watt

Katie R. Bullock [SEAL.]  
James A. Bullock [SEAL.]  
[SEAL.]

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 25 day of November A. D. 1904, before me Lennie Watt a Notary Public in and for said County and State, came Katie R. Bullock & James A. Bullock her husband, 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 30<sup>th</sup> Nov. 1905 Lennie Watt Notary Public.

Filed for Record the 15 day of Dec. A. D. 1904, at 10 o'clock P. M.  
A. W. Armstrong Register of Deeds.  
C. W. Armstrong Deputy.

In consideration of full payment of this within mortgage I hereby release the same this 19<sup>th</sup> day of January 1909. W. H. Davis

Recorded Jan 19 1904  
Slogd by Lawrence  
Reg of Deeds.