

MORTGAGE RECORD No. 42.

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

This Indenture, Made this First day of February in the year of our Lord, thirteen hundred and five, between Albert Wright, Widower, of Baldwin City in the County of

Douglas and State of Kansas, of the first part, and

Stella Boardman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Hundred Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he has 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:

Lots numbers Thirty-two (32) and Thirty-three (33) on Ames street, in Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Albert Wright 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

Three Hundred Dollars

according to the terms of one certain Note this day executed

and delivered by the said Albert Wright to the said party of the second part

Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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 party making such sale, on demand, to said Party of the 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

Jessie Walth

Albert Wright [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 3 day of Feb. A. D. 1905, before me

Jessie Walth a Notary Public in and for said County and State, came Albert Wright, Widower,

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 30th Feb. 1905

Jessie Walth Notary Public.

Filed for Record the 6th day of Feb.

A. D. 1905, at 3⁰⁰ o'clock P. M.

A. W. Gumbrecht, Register of Deeds.
By Geo. C. Gumbrecht, Deputy.

The following is returned on the original instrument:
The same has been described having been in full with mortgage is hereby released and the
loan thereby created discharged. At witness my hand this 1st day of Feb. A. D. 1905

Stella Boardman

Recorded June 4 1905

Royal L. Lawrence
Register of Deeds

Geo. C. Gumbrecht