

## MORTGAGE RECORD No. 42.

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

Given  
 F. Smith  
 ... in the County of \_\_\_\_\_  
 the second part:  
 tion of the sum of \_\_\_\_\_ Dollars,  
 sell and mortgage  
 County of Douglas,  
 mer of the  
 (186),  
 thence  
 Smith  
 bred and  
 \_\_\_\_\_  
 want and agree that  
 good and indefeasible  
 \_\_\_\_\_  
 yment of the sum of \_\_\_\_\_  
 \_\_\_\_\_  
 of the second part  
 \_\_\_\_\_  
 any part thereof, or  
 whole amount shall  
 s and assigns, at any  
 moneys arising from  
 \_\_\_\_\_, and the overplus, if  
 \_\_\_\_\_ their  
 \_\_\_\_\_  
 y and year first above  
 \_\_\_\_\_ [SEAL-]  
 \_\_\_\_\_ [SEAL-]  
 \_\_\_\_\_ [SEAL-]  
 \_\_\_\_\_  
 D. 1865, before me  
 nty and State, came  
 Smith  
 known to be the same  
 \_\_\_\_\_  
 seal on the day and  
 \_\_\_\_\_  
 Notary Public.  
 \_\_\_\_\_  
 M.  
 Register of Deeds.  
 \_\_\_\_\_ Deputy.

The following is confirmed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.  
\* witness my hand this 29 day of May A. D. 1925  
W. S. Weiden

Recorded June 4<sup>th</sup> 1925  
Geo. E. Neelmann, Jr.  
Register of Deeds

for clearance see Book 83 - Page 73

(For appended transcript #7 (page 511))

This Indenture, Made this Second day of January in the year of our Lord, one thousand and five, between John S. Sperraw and Lydia Sperraw his wife in the County of Douglas in the State of Kansas of the first part, and Archibald McRimney and Alice McRimney his wife of Douglas County, Kansas of the second part:

Witnesseth, That the said part 2nd of the first part, in consideration of the sum of Two Hundred and Forty Five (\$245.00) 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 1st of the second part there 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 South Thirty Acres of the West Forty (40) acres more or less of the North west fractional quarter of Section Nineteen (19) Township Fourteen (14) Range Twenty (20) save and except the right of way sixteen feet wide deeded to Phillip Flashman along the south line of said quarter section from the land of said Flashman to the traveled road on the west

with all the appurtenances, and all the estate, title and interest of the said part 2nd of the first part therein. And the said said parties of 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  
Two Hundred and forty five 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 parties of the second part  
for the term of five years from date and with interest at the rate of six per  
cent per annum

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 2<sup>nd</sup> of the second part of the 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 1<sup>st</sup> making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

W. W. Jenkins John S. Speran [SEAL]  
Lidia Speran [SEAL]  
Wm. Speran [SEAL]

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 27 day of Jan A. D. 1905, before me  
W. M. Clark a Notary Public in and for said County and State, came  
John S. Speraw and Lydia Speraw 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 May 15 per W. H. Clark Notary Public.

Filed for Record the 22 day of Feb. A. D. 1925, at 1<sup>30</sup> o'clock P M.

R. W. Armstrong Register of Deeds.  
By Elie C. Armstrong Deputy.