

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 30<sup>th</sup> day of February in the year of our Lord, nineteen  
hundred and Five, between Katie At Bull, a widow  
 of \_\_\_\_\_ in the County of \_\_\_\_\_  
 and State of Kansas, of the first part, and The Merchants Loan &  
Savings Bank of Lawrence, Douglas County, Kansas of the second part:  
 Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Six Hundred Dollars,  
 to her duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold, and by these presents do<sup>es</sup> grant, bargain, sell and mortgage  
 to the said part 2<sup>nd</sup> of the second part its 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 East half (1/2) of the South West  
quarter (1/4) Section Twenty four (24), Township thirteen (13),  
Range seventeen (17) containing eighty (80) acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said \_\_\_\_\_ do hereby covenant and agree that at the delivery hereof she 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  
*Six Hundred Dollars*  
 according to the terms of *one* certain *Note* this day executed  
 and delivered by the said *Katie A. Ball* to the said part *25* of the second part  
*said note due on or before five years 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 parties of the second part the <sup>executors, administrators and assigns,</sup> 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 parties of the first part making such sale, on demand, to said Robert C. Hall <sup>his</sup> heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part ha~~ve~~ hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of  
Witness

Fred Blisner

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 25<sup>th</sup> day of February A. D. 1905, before me

J. D. Lemon a Notary Public in and for said County and State, came  
Katie A. Ball, a widow

\_\_\_\_\_ 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 3 1906

*C. D. Lemore* Notary Public.

Filed for Record the 24 day of Feb, A. D. 1902, at 1 o'clock P. M.

A. W. Armstrong Register of Deeds.  
By Eric S. Armstrong Deputy.

[illegible]

Received Feb. 1<sup>st</sup> 1907.  
A. W. Armstrong.  
Register of Deeds