

MORTGAGE RECORD No. 42.

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

This Indenture, Made this first day of March in the year of our Lord, thirteen
Hundred and first, between James B. Day and Mary J. Day (his wife)
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
J. E. Newlin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Twelve hundred

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:

Commencing at the South West Corner of the South half (1/2) of the South
 West quarter (1/4) of Section Twelve (12) Township Thirteen (13) Range
 Thirteen (13) East of 6th P.M. thence North Fifty (50) rods thence East Ninety
 Six (96) rods thence South Fifty (50) rods thence West Ninety Six (96)
 rods to place of beginning Thirty acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
James B. Day and Mary J. Day do hereby covenant and agree that
 at the delivery hereof they being 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

Twelve hundred Dollars

according to the terms of one certain note and inclosure this day executed
 and delivered by the said James B. Day and Mary J. Day to the said party of the second part
his heirs or assigns.

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 James B. Day
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

James B. Day [SEAL]
Mary J. Day [SEAL]
James B. Day [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 1st day of March A. D. 1902, before me

John M. Newlin a Notary Public in and for said County and State, came
James B. Day and Mary J. Day
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 April 11 1902

John M. Newlin
 Notary Public.

Filed for Record the 1st day of March A. D. 1902, at 4 o'clock P. M.

A. W. Armstrong Register of Deeds.
By Elsa C. Armstrong Deputy.

The following is endorsement on the original instrument
 of the above named parties, given for the purpose of
 releasing the same from the lien of the mortgage
 in which it was recorded and this is the full and
 complete release of the same.
 J. E. Newlin

Recorded March 17 1902
 J. E. Newlin
 Register of Deeds