

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Locust Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this 2nd day of March in the year of our Lord, one thousand nine hundred and first, between E. S. Lynch and Mary C. Lynch his wife of Ottawa in the County of Franklin and State of Kansas, of the first part, and E. W. Mason of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five 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 part 2nd of the second part here 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 North West quarter (N.W.) of Section Fifteen (15) Township Fifteen (15) and Range Nineteen (19) containing 60 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 2nd of the first part therein. And the said E. S. Lynch 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 except a mortgage of 1750⁰⁰

This Grant is intended as a Mortgage to secure the payment of the sum of

Five hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said first parties to the said part 2nd of the second part due and payable March 2nd 1905 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 2nd of the second part here 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 E. S. Lynch heirs and assigns.

IN WITNESS WHEREOF, The said part 2nd 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

E. S. Lynch [SEAL]
Mary C. Lynch [SEAL]
[SEAL]

STATE OF KANSAS,
County of Franklin }

BE IT REMEMBERED, That on this 2nd day of March A. D. 1905, before me

a Notary Public in and for said County and State, came E. S. Lynch & Mary C. Lynch his wife 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

Sept. 22 1905

G. C. Smith

Notary Public.

Filed for Record the

1 day of

March

A. D. 1905, at 5¹⁵ o'clock 2 M.

A. W. Armstrong

Register of Deeds.

By Eric C. Armstrong Deputy.

(The following is endorsed on the original instrument)
 The within mortgage is void if no deed is released
 on this instrument on or before the 20th day of February, 1905.
 Jenny N. Adler

Recorded March 1, 1912
 Floyd L. Lawrence
 Register of Deeds.