

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON Co., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 20th day of March in the year of our Lord, Thirteen hundred and Five (1905), between Charles C. Griffith and Clara E. Griffith (husband and wife) of Baldwin in the County of Douglas and State of Kansas, of the first part, and Leonard Snider of Baldwin in the County of Douglas and State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred (\$200.00) 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 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:

S. 16 Thirty Seven (37) and lot thirty eight (38) in Main Street in the city of Baldwin, formerly, Media

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles C. Griffith and Clara E. Griffith (his wife) 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 inalienable 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 Dollars

according to the terms of one certain note this day executed and delivered by the said Charles C. Griffith & Clara E. Griffith (husband and wife) to the said part of the second part interest on said \$200.00 at 5% to be paid semi annually, with or without a payment on the principal

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 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 part making such sale, on demand, to said Charles C. Griffith & Clara E. Griffith, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Charles C. Griffith [SEAL.]

Clara E. Griffith [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 20th day of March A. D. 1905, before me

Phoebe J. Bare a Notary Public in and for said County and State, came Charles C. Griffith and Clara E. Griffith (husband and 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 November 1, 1907

Phoebe J. Bare

Notary Public.

Filed for Record the 21 day of March A. D. 1905, at 2⁰⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.

By Elie E. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 19th day of March 1905.

Attest: A. W. Armstrong, Register of Deeds.