

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty first day of March in the year of our Lord, million hundred and Five, between H. A. Clark, unmarried, of Lawrence in the County of Douglas and State of Kansas, of the first part, and William Miller of the second part:

Witnesseth, That the said part g of the first part, in consideration of the sum of Four Hundred (\$400.) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said part g 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:

The North Fifteen (15) Acres of the East half of the North East Quarter of the North East Quarter of Section number Seven (7), in Township number Thirteen (13), South, of Range number Thirteen (13), South of Range number Twenty (20), East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part g of the first part therein. And the said H. A. Clark doth 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, and that he will warrant and defend the same in his and assigns forever, against all persons lawfully claiming the same.

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

Four Hundred Dollars

according to the terms of an certain mortgage note this day executed and delivered by the said part of the first part to the said part g of the second part given for part-purchase money, due in Three years from date with interest as evidenced by coupons attached thereto,

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 g 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 g making such sale, on demand, to said part of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part g of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

H. A. Clark [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of March A. D. 1923, before me the undersigned a Notary Public in and for said County and State, came H. A. Clark, unmarried



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 Dec. 18 - 1925

Wm. T. Sinclair Notary Public.

Filed for Record the 21 day of March A. D. 1923, at 8³⁵ o'clock P. M.

A. W. Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 21st day of March 1923.

Attest A. W. Armstrong
Register of Deeds.