

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 12th day of March in the year of our Lord, one thousand nine hundred and five, between James G. Odds and Margaret A. Odds husband and wife of Endora in the County of Douglas and State of Kansas, of the first part, and Beet Underwood of Summit New Jersey of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Fifteen 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 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 West Quarter (NW 1/4) of Section Twenty Seven (27) Township Fifteen (15) Range Twenty one (21) Buildings on said land to be kept insured for the benefit of the holder of this mortgage during the continuance of this loan.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 Fifteen Hundred Dollars according to the terms of a certain real estate bond this day executed and delivered by the said James G. Odds and Margaret A. Odds to the said part of the second part

due in five years with seven per cent interest annually according to five interest coupons attached. Principal and interest due and payable at the Corn Exchange Bank New York City N.Y. and draw ten per cent interest after maturity. and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or of the taxes, or if the insurance be 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 to sell the premises, or any part thereof, in the manner prescribed by law; and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any, it shall be paid by the said part of the second part to the said part of the first part, or to their heirs and assigns, in full satisfaction of the said mortgage, and all the improvements thereon, and except the rest and issues sold, paid, or assigned.

IN WITNESS WHEREOF, The said parties 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

James G. Odds. [SEAL]
Margaret A. Odds. [SEAL]

STATE OF KANSAS,

Franklin County

BE IT REMEMBERED, That on this 16 day of March A. D. 1905, before me

a Notary Public in and for said County and State, came

James G. Odds and Margaret A. Odds 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 Feb. 17 1905 L. C. Simons Notary Public.

Filed for Record the 24 day of March A. D. 1905, at 2⁰⁰ o'clock A. M.

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

The following is enclosed on the original instrument. The original instrument is being filed in the original instrument this 12 day of April 1905. By Beet Underwood Register of Deeds.

Recorded April 13th 1905
Beet Underwood
Register of Deeds.