

MORTGAGE RECORD No. 42.

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

This Indenture, Made this February 19th day of February in the year of our Lord, one thousand
and Four, between William R. McCarty and Rachel J. McCarty his wife
Douglas of the County of Douglas and State of Kansas, of the first part, and

M. E. Ordery - New York. N.Y. of the second part:

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

Twenty Seven Hundred (2700⁰⁰) 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... 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:

All of the S. W. quarter: The West half of the South East Quarter: The North East quarter of the South East quarter and the West Thirty (30) Acres of the South East quarter of the South East quarter of Section Eleven (11) Township Twelve (12) Range Eighteen (18) containing in all 310 Acres.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Wm R. McCarty and Rachel J. McCarty his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Twenty Seven Hundred Dollars

according to the terms of one certain note this day executed and delivered by the said William R. McCarty, Rachel J. McCarty his wife to the said party of the second part at Lawrence, Kansas

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... 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 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Wm R. McCarty [SEAL]
Rachel J. McCarty [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of February A. D. 1904, before me

Alfred Whitman a Notary Public in and for said County and State, came Wm R. McCarty and Rachel J. McCarty his wife

to me personally known to be the same persons 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 Jan. 17, 1907

Alfred Whitman Notary Public.

Filed for Record the 25 day of March A. D. 1904, at 2²⁰ o'clock P. M.

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

The following is a copy of the original instrument, the note herein described, having been paid in full, this mortgage is hereby released and the lien hereby created is discharged. Witness my hand this 19 day of June A.D. 1906.

Recorded June 7, 1906.
 (C. H. Armstrong)
 Register of Deeds