

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 8th day of April in the year of our Lord, Nineteen Hundred and five, between Logan A. Lawson and Sarah P. Lawson his wife, of the Township 17 of Douglas in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank of the second part:

Seven Hundred Dollars. Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 of the second part its 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 South East quarter 7, of the South East quarter 2, of Section 20 in Township 17 of Range 20. Commencing at the North East corner of the South East quarter (4) of Section 20, Township 17, Range 20, thence West 60 rods; thence South 40 rods; thence East 60 rods; thence North 40 rods to beginning containing 10 acres. Commencing at the South East corner of the North East quarter 7, of said Section 20, Township 17, Range 20, thence West 152 rods and 7 links; thence North 22 rods; thence East 52 rods and 7 links; thence South 20 rods to beginning containing 8 1/2 acres.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Seven Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part of of the second part Payable, five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 of the second part its 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 of making such sale, on demand, to said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Jennie Watt - Having first been explained to said Sarah P. Lawson who said she understood the same, made her mark here in my presence.

Logan A. Lawson [SEAL]
Sarah P. Lawson [SEAL]
mark [SEAL]

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 8th day of April, A. D. 1905, before me Jennie Watt a Notary Public in and for said County and State, came Logan A. Lawson and Sarah P. Lawson, 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 30th Mch. 1906 Jennie Watt Notary Public.

Filed for Record the 10 day of April, A. D. 1905, at 1 o'clock P. M.
A. W. Armstrong Register of Deeds.
By Eli C. Armstrong Deputy.