

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 19th day of July in the year of our Lord, twelve hundred and five, between John O. Willey and Ralph O. Willey, both unmarried, of the Township of Douglas and State of Kansas, of the first part, and Emily, S. Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 party of the second part her 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 East half (1/2) of the North West quarter (1/4) of the North East quarter (1/4) of Section Twenty, Town (21) in Township Thirteen (13) of Range Twenty (20) East of the 6th P.M. in said County and State.

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 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 Four 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 party 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 party of the second part her 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 party of the first part their 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  
Hugh Blair John O. Willey [SEAL]  
Ralph O. Willey [SEAL]

STATE OF KANSAS, } ss.  
County of Douglas  
BE IT REMEMBERED, That on this 19th day of July A. D. 1905, before me Hugh Blair a Notary Public in and for said County and State, came John O. Willey and Ralph O. Willey both 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 28 1905 Hugh Blair Notary Public.

Filed for Record the 22 day of July A. D. 1905, at 10 o'clock A. M.  
C. W. Armstrong Register of Deeds.  
Deputy.

One following is subscribed on the within instrument  
The same hereto described having been paid in full, this mortgage is hereby released and the  
same hereby created discharged. As witness my hand and the seal of this office, this 19th day of July 1905.  
Emily S. Boardman  
Hugh Blair

Recorded Oct 2nd 1905  
John O. Willey  
Register of Deeds.