

# MORTGAGE RECORD No. 43.

MORTGAGE Standard Form Journal Co. Printers Binders and Blank Book Makers Lawrence, Kan.

This Indenture, Made this 2<sup>nd</sup> day of January in the year of our Lord, 1904 between Anna E. Rodman, Insane of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. C. Patterson of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of One Thousand Dollars, to her duly paid, the receipt of which is hereby acknowledged, has do sold, and by these presents do do grant, bargain, sell and mortgage to the said part 2 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:

Lot numbered Eighty-eight (88) on New Hampshire Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said H. C. Patterson, Guardian for Anna E. Rodman do hereby covenant and agree that at the delivery hereof he said Anna E. Rodman 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 One Thousand Dollars according to the terms of one certain note this day executed and delivered by the said H. C. Patterson, guardian for Anna E. Rodman to the said part 2 of the second part

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 2 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 2 making such sale, on demand, to said H. C. Patterson guardian or his heirs and assigns, successors in office

IN WITNESS WHEREOF, The said part 1 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. C. Patterson Guardian [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of January A. D. 1904, before me

S. S. Steel a Notary Public in and for said County and State, came H. C. Patterson Guardian

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 June 30 1906

S. S. Steel

Notary Public.

Filed for Record the 24<sup>th</sup> day of August A. D. 1904 at 4<sup>15</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

Deputy.

(For Assignment See Book 41 Page 286)