

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Eleventh day of February in the year of our Lord, Thirteen hundred  
And Six, between Howard T. Warren (unmarried) and  
Samuel M. Warren and Anna McWarren (his wife) of Lawrence, Kas. in the County of  
Douglas and State of Kansas, of the first part, and  
T. E. Hatcher of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Three thousand, 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 2d 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:

North half (1/2) of North East quarter (1/4) Section Nineteen (19) Township Fourteen (14) Range  
Nineteen (19) E of 6<sup>th</sup> P.M. less a strip in the North West Corner thereof 82 rods long East and West  
by 7 rods wide North and South, Also West half (1/2) of South West quarter (1/4) of Section Seventeen  
(17) Township Fourteen (14) Range Nineteen (19) E. 6<sup>th</sup> P.M. less a strip 22 rods wide North and South by 10  
rods East and West off the North East corner, Also Beginning at the North West Corner of the North West  
quarter (1/4) of Section Twenty (20) Township Fourteen (14) Range Nineteen (19) E of 6<sup>th</sup> P.M. Thence South  
80 rods; thence East 45 rods to a branch, thence Northerly down said branch to the North  
line of said Section thence West 76 rods to the place of beginning. Also Beginning  
at the South East Corner of the South East quarter (1/4) of Section Eighteen (18)  
Township (14) Range Nineteen (19) E of 6<sup>th</sup> P.M. Thence North 40 rods West 18 rods South  
40 rods East 18 rods to place of beginning. 4 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  
Howard T. Warren and Samuel M. Warren and Anna McWarren 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  
Three thousand Dollars  
according to the terms of One certain Note and Ten Coupons this day executed  
and delivered by the said Howard T. Warren Samuel M. Warren and Anna McWarren to the said part 2d of the second part  
his heirs or assigns.

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 2d 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 2d making such sale, on demand, to said Howard T. Warren and Anna McWarren  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Samuel M. Warren [SEAL]  
Anna McWarren [SEAL]  
Howard T. Warren [SEAL]

STATE OF KANSAS,  
County of Shawnee. ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of February A. D. 1906, before me

W. E. Atchison a Notary Public in and for said County and State, came  
Samuel M. Warren and Anna McWarren 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 April 7<sup>th</sup> 1908

W. E. Atchison Notary Public.

Filed for Record the 17<sup>th</sup> day of February A. D. 1906, at 5<sup>th</sup> o'clock P. M.

D. W. Armstrong Register of Deeds.  
Deputy.

The following is endorsed on the original instrument.  
My will that every copy being sent freely in full, it is  
hereby released on this the original instrument this 25 day  
of Feb by W. E. Atchison.

Recorded March 8<sup>th</sup> 1907  
W. E. Atchison