

# MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 3<sup>rd</sup> day of January in the year of our Lord, one thousand Eighteen hundred and Two, between John R. Huson, an unmarried man, son of Polly Ann Huson, deceased, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Robert R. Clarke of the second part:

**Witnesseth,** That the said part of of the first part, in consideration of the sum of Five hundred (\$500.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do es grant, bargain, sell and mortgage to the said part of 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:

An undivided one half interest in the south one half (1/2) of Lot twenty seven (27) and all of lot twenty-nine (29) said real estate lying and being on Ohio street in the City of Lawrence, in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said John R. Huson do hereby covenant and agree that at the delivery hereof he is 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 Five hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said John R. Huson to the said part of of the second part

Due in one year, with interest thereon at the rate of seven per cent. per annum.

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 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 costs 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 the said John R. Huson heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha thereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

John R. Huson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of January A. D. 1902, before me Bertha F. Zimmerman a Notary Public in and for said County and State, came John R. Huson, an unmarried man, son of Polly Ann Huson, deceased, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Dec. 30 1903

Bertha F. Zimmerman Notary Public

Filed for Record the 3<sup>rd</sup> day of Jan A. D. 1902, at 2 o'clock P. M.

H. J. Foxman Register of Deeds

(For Release See Book 44, Page 111.)