

# MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAME DODD WORTH BOOK CO., LEAVER WORTH, KAN.

This Indenture, Made this 14<sup>th</sup> day of January in the year of our Lord, one thousand nine hundred and two, between John H. Scott and Alice A. Scott, his wife, of (North) Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 if of the second part its successors 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:

lots forty three (43) and forty five (45) Bridge street, North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part if of the first part therein. And the said John H. Scott, and Alice A. Scott, his wife, 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 hundred dollars, according to the terms of one certain promissory note this day executed and delivered by the said John H. Scott and Alice A. Scott, his wife, to the said part if of the second part payable after date with interest at per cent per annum, payable semi annually as shown by interest coupons attached thereto.

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 if of the second part its successors, 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 money's 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 if making such sale, on demand, to the 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

John H. Scott (SEAL)  
Alice A. Scott (SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 14 day of January A. D. 1902, before me S. A. Hood a Notary Public in and for said County and State, came John H. Scott and Alice A. Scott, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires April 10 1905 S. A. Hood Notary Public

Filed for Record the 15<sup>th</sup> day of Jan. A. D. 1902, at 9<sup>45</sup> o'clock A. M., W. H. Harrison Register of Deeds

The following is endorsed on the original instrument—  
 Abstracts herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.  
 As witness my hand this 17<sup>th</sup> day of Sept. A.D. 1902.  
 Merchants Loan & Savings Bank.  
 By W. H. Harrison, President.  
 Recorded: Sept. 17-1902.  
 W. H. Harrison  
 Register of Deeds  
 By Alice B. Johnson, Deputy.