

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 29th day of January in the year of our Lord, one thousand Nineteen hundred and two, between Robert N. Watts and Ida Watts his wife, of Willow Springs, Township Douglas and State of Kansas, of the first part, and Fanny Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 of 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:

Commencing one hundred and twenty (120) rods south of the north east corner of the north west fractional quarter (4) of section six (6) township fourteen (14) south of range Nineteen (19) East of the 6th P.M. thence running west one hundred and six and two thirds (106 $\frac{2}{3}$) rods, thence north thirty-seven (37) rods, thence east one hundred and six $\frac{2}{3}$ rods to the east line of said quarter section. Thence south thirty-seven (37) rods to the place of beginning, containing 24 $\frac{3}{4}$ Acres - more or less.

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 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 Mortgage note this day executed and delivered by the said Parties of the first part to the said part of of the second part

Payable five years after date with interest in meantime as evidenced by coupons attached to said note and 10 pc. after maturity or default.

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, ^{to wit: \$1000.} 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 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 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 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

Robert N. Watts (SEAL)

Ida Watts (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas - COUNTY } ss.

BE IT REMEMBERED, That on this 30 day of January A. D. 1902, before me

James W. Anderson, Justice of the Peace a Notary Public in and for said County and State, came Robert N. Watts and Ida Watts, 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} set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 1

James W. Anderson Notary Public

Justice of the Peace

Filed for Record the 31st day of Jan A. D. 1902, at 4¹⁵ o'clock P. M.

H. J. Norman Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. A witness my hand this 29th day of January, A. D. 1902.

Recorded - March 5, 1903

Register of Deeds.

(For assignment see Book 41 Page 436.)

The following is enclosed on the original mortgage. The note herein described having been paid in full, this mortgage is hereby released. And the lien thereby created discharged.