

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this 6<sup>th</sup> day of January in the year of our Lord, one thousand nine hundred and two, between Hannah D. Winsor and David J. Winsor,  
her husband, of the City of Leamington in the County of  
Douglas and State of Kansas, of the first part, and Lugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two 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 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 numbers Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28), in Block number Thirteen (13) in the Town of Leamington, Douglas County, Kansas.

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 Two 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 two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 sales 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

Jennie Watt

Hannah D. Winsor (SEAL)

David J. Winsor (SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of January A. D. 1902, before me



Jennie Watt a Notary Public in and for said County and State, came

Hannah D. Winsor and David J. Winsor,  
her husband, 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 30 Mar. 1904

Jennie Watt  
 Notary Public

Filed for Record the 8<sup>th</sup> day of Feb. A. D. 1902, at 11<sup>00</sup> o'clock A. M.

G. H. Newman Register of Deeds

The following is endorsed on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and seal this 26<sup>th</sup> day of October A.D. 1903. Jennie Watt

Recorded: Oct. 26-1903  
 At Leamington Reg. of Deeds.  
 By Eric C. Cunningham, Depy.

One following is referred to on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 24<sup>th</sup> day of March A.D. 1904. (For Assignment See Book 51 Page 426) Recorded March 20<sup>th</sup> 1904