

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this Nineteenth day of February in the year of our Lord, one thousand Nineteen hundred and two, between Mary Lizzie Rausch Cross and Mr. A. Cross, her husband, of Douglas the County of Douglas and State of Kansas, of the first part, and Merritt M. Manley of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Seven hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents do th 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:

All of the north west quarter of the north east quarter of section No. Thirty-six (36), in Township No. Eleven (11), South, of Range No. Seventeen (17), East of the 6<sup>th</sup> P.M., lying south of the Right of way of the Kansas City, Topeka & Western Railway Company, and containing 36 acres of land, more or less, also all my right, title and interest in and to the west half of the north east quarter of the north east quarter of section No. Thirty-six (36), in Township No. Eleven (11), South of Range No. Seventeen (17), East of the 6<sup>th</sup> P.M., and the said party of the first part agrees to maintain insurance on the buildings now on or to be erected on said premises during the existence of this mortgage for the benefit of the second party, his heirs or assigns, to the amount of \$700.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary Lizzie Rausch Cross do th hereby covenant and agree that

at the delivery hereof she 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 and that she will warrant and defend the same in the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons, lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred dollars

according to the terms of One certain mortgage note this day executed and delivered by the said said party of the first part to the said part of of the second part Due in five years from March 1<sup>st</sup>, 1902, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by Sheriff's Deed. 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 party of the first part, her, heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in th Presence of

Mary Lizzie Rausch Cross (SEAL.)  
Mr. A. Cross (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 19 day of February A. D. 1902, before me

Joseph E. Riggs a Notary Public in and for said County and State, came Mary Lizzie Rausch Cross & on February 20<sup>th</sup> 1902 - came Mr. A. Cross, 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 Nov. 29<sup>th</sup> 1904

Joseph E. Riggs Notary Public

Filed for Record the 20<sup>th</sup> day of Feb- A. D. 1902, at 10<sup>55</sup> o'clock AM.

J. E. Riggs 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 lien thereby created is discharged.  
As witness my hand this 20<sup>th</sup> day of June A.D. 1904.  
Merritt M. Manley

Recorded June 27<sup>th</sup>  
Custodian of Records  
By Eric E. Cloutier, Dep.

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