

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KAMU DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twentieth day of February in the year of our Lord, one ~~thousand~~ thirteen hundred and two, between Thomas Driedom (a widower) of Lawrence in the County of Douglas and State of Kansas, of the first part, and T. E. Newlin of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Two hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents does 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:

lots forty nine (49) fifty (50) fifty one (51) fifty two (52) fifty three (53) fifty four (54) and fifty five (55) in Simpson's subdivision of that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Thomas Driedom 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 Two hundred and fifty dollars, according to the terms of one certain note this day executed and delivered by the said Thomas Driedom to the said part of of the second part his heirs or assigns

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 making such sale, on demand, to the said Thomas Driedom, his, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

A. J. Sperry

Thomas Driedom (SEAL)

mark (SEAL)

(SEAL)

(seal)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 20th day of Feb. A. D. 1902, before me

John M. Newlin a Notary Public in and for said County and State, came Thomas Driedom

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 and set my hand and affixed my official seal on the day and year last above written.

My Commission Expires April 13th 1903

John M. Newlin Notary Public

Filed for Record the 24th day of Feb. A. D. 1902, at 3 o'clock P. M.

J. J. Newman Register of Deeds

The following is enclosed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this first day of January A. D. 1904.
T. E. Newlin

Recorded Jan 26th 1904.
J. J. Newman
Register of Deeds

The following is enclosed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this first day of January A. D. 1904.
T. E. Newlin