

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this 8 day of March in the year of our Lord, one thousand nineteen hundred and two 1902, between Thomas S. Mc Lee and Rebecca S. Mc Lee, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Pauline Wreck of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and sixty \$160 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 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:

The east ten (10) acres of south half of north west quarter of section No. Five (5) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th P.M. Kansas,

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Thomas S. Mc Lee & Rebecca S. Mc Lee 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 One hundred & sixty dollars according to the terms of one certain note this day executed

and delivered by the said Thomas S. Mc Lee and Rebecca A. Mc Lee to the said part of the second part payable in five years with interest at 7% per annum payable semi annually Privilege of paying 50 or multiple at any interest payment

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 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 Thomas S. Mc Lee, his, 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

T. S. Mc Lee (SEAL.)

Rebecca Mc Lee (SEAL.)

(SEAL.)

(Seal.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 8 day of March A. D. 1902, before me

L. S. Steele

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

T. S. Mc Lee and Rebecca Mc Lee

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 June 20 1902

L. S. Steele

Notary Public

Filed for Record the 8 day of March A. D. 1902 at 3:15 o'clock P. M.

L. S. Steele Register of Deeds

This following is endorsed on the original instrument.  
The note herein described having been paid in full  
this mortgage is hereby released from the lien thereby  
created and discharged. As witnesses my hand this 28th day of  
September A.D. 1905  
Pauline Wreck.

Recorded Sept 29th 1905.  
L. W. Whisenand,  
Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full