

MORTGAGE RECORD No. 38.

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

This Indenture, Made this twist day of March in the year of our Lord, one thousand twelve hundred and two, between Lewis F. Mowder and Elizabeth Mowder (wife) of Douglas in the County of Douglas and State of Kansas, of the first part, and C. H. Spencer of the second part:

Witnesseth, That the said part is 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 if 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 south half (1/2) of the north west quarter (1/4) of the north east quarter (1/4) of section Fourteen (14) also Begin at the northeast corner of the north west quarter (1/4) of said section Fourteen (14), all in Township Fourteen (14) Range Eighteen (18) East; thence south 59° 48' Rods west 23 Rods, North 59° 48' Rods, East 23 Rods to beginning.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Lewis F. Mowder and Elizabeth Mowder 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 Note and two coupons this day executed and delivered by the said Lewis F. Mowder and Elizabeth Mowder to the said part if 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 if 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 if making such sale, on demand, to the said Lewis F. Mowder - his heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

Lewis F. Mowder (SEAL)
Elizabeth M. Mowder (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 John M. Newlin a Notary Public in and for said County and State, came Lewis F. Mowder and Elizabeth M. Mowder 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 April 15 1905

John M. Newlin Notary Public

Filed for Record the 8 day of March A. D. 1902, at 4 o'clock P. M.

W. H. S. S. S. Register of Deeds

The following is enclosed on the original instrument.
This note, having been described having been paid in full.
This mortgage is hereby released and the heirs thereby
are at this date, as witnesses my hand this 3rd day
of March A.D. 1904.
C. H. Spencer, Trustee.

Recorded Mar 3rd 1904.
W. H. S. S. S.
Register of Deeds.

(For Assignment See Book 39 Page 459)
(For Assignment See Book 39 Page 631)

The following is enclosed on the original instrument.
This note, having been described having been paid in full.