

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this first day of March in the year of our Lord, one thousand Nineteen hundred and two, between Lewis F. Mowder and Elizabeth M. Mowder (wife) of Blue Star in the County of Douglas and State of Kansas, of the first part, and R. W. Willis

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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:

The south half (1/2) of the north west quarter (1/4) of the north east quarter (1/4) of section Fourteen (14) also begins at the north east corner of north west quarter (1/4) of said section Fourteen (14) all in Township Fourteen (14) Range eighteen East thence south 57° 28' Rods west 25 Rods, North 57° 28' Rods, East 25 Rods to beginning.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Lewis F. Mowder and Elizabeth M. Mowder do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Excepting our mortgage of Five hundred Dollars to C. H. Spencer

This Grant is intended as a Mortgage to secure the payment of the sum of

Three hundred dollars

according to the terms of three certain Notes this day executed and delivered by the said Lewis F. Mowder and Elizabeth M. Mowder 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 Lewis F. Mowder 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 the Presence of

Lewis F. Mowder (SEAL.)
Elizabeth M. Mowder (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas - COUNTY

BE IT REMEMBERED, That on this 8th 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 13 1903 John M. Newlin Notary Public

Filed for Record the 8th day of March A. D. 1902 at 4⁴⁵ o'clock P. M.

W. J. Sweeney 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 is changed to the witness my hand this 29th day
of February A. D. 1904.
C. A. Hill.
Recorded Mar 8th 1904.
At Leavenworth,
Register of Deeds.
(Assigned - See Book - 24 - Page - 190-8)