

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 5<sup>th</sup> day of March in the year of our Lord, one thousand nine hundred and two, between Walter A. Dummirel, unmarried, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Louis C. Cochler of the second part:

**Witnesseth,** That the said part of of the first part, in consideration of the sum of Six hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do es 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 eleven (11) and twelve (12) in block number twenty one (21) in Sinclair's Addition to the City of Lawrence, according to a plat or plan of said Addition on file in the office of the Register of Deeds in and for the county of Douglas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do es 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 Six hundred dollars according to the terms of and certain promissory note this day executed and delivered by the said party of the first part to the said part of of the second part being for the sum of six hundred dollars, due on or before five years from date, sum of fifty dollars or more may be paid on said note at any time, 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, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Walter A. Dummirel (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 10 day of March A. D. 1902, before me Gertrude Standing a Notary Public in and for said County and State, came Walter A. Dummirel

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 July 3 1903 Gertrude Standing Notary Public

Filed for Record the 10 day of March A. D. 1902, at 4<sup>10</sup> o'clock P. M.  
W. J. Dorman Register of Deeds

The following is endorsed on the original instrument:  
The note secured by the within mortgage is by pair  
And this mortgage released.

By W. J. Dorman Register of Deeds  
In Presence of said Notary. See Book 2, p. 56.

Recorded Mar 22 1902  
W. J. Dorman  
Register of Deeds