

MORTGAGE RECORD No. 38.

251

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

This Indenture, Made this 14th day of March in the year of our Lord, one thousand 1902
hundred and two, between Elizabeth Cory, a single woman, and sole
heir of Eliza Cory, deceased, in the County of
Douglas and State of Kansas, of the first part, and Sarah Fennell of Chautauq, New
York of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two hundred and fifty Dollars,
to her duly paid, the receipt of which is hereby acknowledged, ha~~ve~~^{ve} sold, and by these presents do ~~es~~^{es} grant, bargain, sell and mortgage
to the said part 1st of the second part her 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:

Lot No. One hundred and forty nine (149) on New York Street, in the City
of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Party of the first part do~~es~~^{es} hereby covenant and agree that
at the delivery hereof she 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 promissory note this day executed
and delivered by the said Elizabeth Cory to the said part 1st of the second part

Payable three years after date, at the Merchants Natl. Bank, according
to the terms of said note and coupons attached.

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 1st of the second part her 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 1st making such sale, on demand, to the said Elizabeth Cory, her
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha~~ve~~^{ve} hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Elizabeth Cory (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 14th day of March A. D. 1902, before me
Corydon E. Lindley a Notary Public in and for said County and State, came
Elizabeth Cory, a single woman,
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 June 3 1905 Corydon E. Lindley Notary Public

Filed for Record the 17th day of March A. D. 1902, at 5¹⁰ o'clock P. M.
H. J. Foxman Register of Deeds

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
13 day of Oct. 1902
Sarah Fennell by William Boutchier her Attorney in fact

Attest: Billie B. Johnson,
Dep. Reg. of Deeds.