

MORTGAGE RECORD No. 38.

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

This Indenture, Made this fourteenth day of March in the year of our Lord, one thousand nineteen hundred and two, between Thomas Cardel and Mary Cardel, his wife, of Township Douglas and State of Kansas, of the first part, and Frank Miller of the second part:

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

Beginning at the north east corner of the north west quarter of section number nineteen (19) Township fourteen (14) Range twenty (20) thence running west sixty five (65) rods, thence south fifty five & $\frac{1}{2}$ rods, thence east sixty five (65) rods, thence north fifty five & $\frac{1}{2}$ rods to the place of beginning, containing 22 $\frac{1}{2}$ acres. Also that certain other parcel of land described as follows: Beginning at the south east corner of the south west quarter of section eighteen (18) Township fourteen (14) Range twenty (20), thence running west forty five (45) rods, thence north sixty two (62) rods, thence east forty five (45) rods, thence south sixty two (62) rods, to the place of beginning, containing seventeen (17) acres & seventy rods.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Parties of the first part 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

Eight hundred dollars according to the terms of one certain Mortgage note this day executed and delivered by the said Parties of the first part to the said part of of the second part

Payable five years after date with interest in meantime according to coupons attached to said note & 10% after maturity or default - privilege to pay in or account of principal money at time any interest payment falls due 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 Parties of the first part, their 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

Hugh Blair

Thos. Cardel (SEAL.)

Mary Cardel (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

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

Thomas Cardel and Mary Cardel, his wife,

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 and affixed my official seal on the day and year last above

written:

My Commission Expires 28th Decr. 1905

Hugh Blair

Notary Public

Filed for Record the 18th day of March A. D. 1902, at 10³⁰ o'clock A. M.

H. B. Doremus Register of Deeds

The following is endorsed on the original instrument:
The note secured herein has been paid in full. This mortgage is hereby released and the same is hereby created and discharged.
As witness my hand this 19th day of March A.D. 1907.
By A. B. Doremus, his Attorney in fact.

Recorded Mar 20th 1907.
A. B. Doremus
Register of Deeds