

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KANE BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 17<sup>th</sup> day of March in the year of our Lord, one thousand Nineteen hundred and two, between Charles B. Hill and Lina E. Hill, his wife, of the City of Lawrence of Lawrence in the County of Douglas and State of Kansas, of the first part, and Myron Boardman of the second part:

Witnesseth, That the said parties 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 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 twenty-five (25) feet south of the south west corner of Reserve number Four (4), in the City of Lawrence, said County and State, thence east one hundred and fifty (150) feet to the centre of ravine; thence north 45 degrees east to Saw River; thence up said river to the north line of said Reserve Four (4); thence west to the north west corner of said Reserve Four (4); thence south two hundred and twenty-five (225) feet to the place of beginning less all the north part of Reserve Four (4) and Five (5) lying north-easterly of a line fifty (50) feet south-westerly of and parallel to the centre line of main track of the Kansas City, Topeka and Western Railroad Co., being part of Reserve Four (4) and Five (5) in said City of Lawrence.

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 Five 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 to order of party of second part with interest thereon according to the terms of said note and coupons thereto 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 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. Privilege reserved to pay \$1.00 on Principal at time any interest falls due.

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

Jennie Watt

Charles B. Hill (SEAL)  
Lina E. Hill (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of March A. D. 1902, before me



Jennie Watt a Notary Public in and for said County and State, came Charles B. Hill and Lina E. Hill, 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 written, set my hand and affixed my official seal on the day and year last above

My Commission Expires 30<sup>th</sup> Mch. 1904

Jennie Watt Notary Public

Filed for Record the 19<sup>th</sup> day of Mch. A. D. 1902 at 12 o'clock M.

G. D. Sorenson Register of Deeds

The following is certified to be a correct and true copy of the original instrument as the same has been described having been found in full, this mortgage is hereby released, and the same is hereby permanently discharged. Attest: Myron Boardman, Notary Public, Lawrence, Kan., 10th day of Sept. A.D. 1903.

Recorded Sept. 10 "A.D. 1903  
Attest: J. D. Sorenson, Register of Deeds  
By J. D. Sorenson, deputy