

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Twenty-fourth day of February in the year of our Lord, one thousand Nineteen hundred and two, between Alice I. Robinson and Barton Robinson, her husband, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edward C. Hayes,

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 if 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 west half of Block No. Thirty (30), in that part of the City of Lawrence, known as West Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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

and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars

according to the terms of and certain Mortgage note this day executed

and delivered by the said parties of the first part to the said part if of the second part

Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity on default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed.

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 if 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 if 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 hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Alice I. Robinson (SEAL.)

Barton Robinson (SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 24 day of February A. D. 1902, before me



James Brooks a Notary Public in and for said County and State, came

Alice I. Robinson and Barton Robinson,

her husband 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 Nov. 5 1905

James Brooks Notary Public

Filed for Record the 25 day of Mich A. D. 1902, at 4 o'clock P. M.

H. D. Hanson Register of Deeds

(Retained on Book - 89 - Page - 274 -)