

MORTGAGE RECORD No. 38.

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

This Indenture, Made this twenty-sixth day of March in the year of our Lord, one thousand hundred and two (1902), between Sarah C. Musbaum and Christian H. Musbaum, her husband of Douglas and State of Kansas, of the first part, and Wm. C. J. Pinner, of New York, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-six 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 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:

The north east quarter of section No. seven (7) in Township No. Fifteen (15) S. of Range No. Nineteen (19) East of 6th Principal Meridian, containing one hundred and sixty (160) acres of land more or less.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty-six hundred Dollars according to the terms of a 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

Due in 5 years from date with interest at six (6) per cent. per annum from date until paid, as per coupons attached to said note.

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 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 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
Sarah C. Musbaum (SEAL.)
C. H. Musbaum (SEAL.)
(SEAL.)
(SEAL.)

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

BE IT REMEMBERED, That on this 26th day of March A. D. 1902, before me Wm. T. Sinclair a Notary Public in and for said County and State, came Sarah C. Musbaum and Christian H. Musbaum, 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 set my hand and affixed my official seal on the day and year last above written:
My Commission Expires December 14th 1904 Wm. T. Sinclair Notary Public

Filed for Record the 26th day of March A. D. 1902, at 4:40 o'clock P. M.
H. A. Sarnau Register of Deeds

This mortgage is hereby released and the parties thereto are discharged. At witness my hand this 27th day of March, A. D. 1902.
John W. Malley
B. A. Malley

Recorded April 20th 1902
Estelle J. Pinner
Register of Deeds