

MORTGAGE RECORD No. 38.

261

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

This Indenture, Made this 29th day of March in the year of our Lord, one thousand Nineteen hundred and two, between E. E. Phillips and Jessie M. Phillips, his wife, of North Lawrence in the County of Douglas and State of Kansas, of the first part, and R. J. Eastman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and fifty 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:

Lot numbers twenty-one (21), Twenty-two (22), east half (1/2) of twenty-three (23) and all of Lot number forty (40), all in Addition No. Nine (9) in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 s 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 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 three years after date with semi-annual interest coupons attached thereto, being at rate of six percent 6 1/2% after maturity or default.

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

E. E. Phillips (SEAL.)
Jessie M. Phillips (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 29th day of March A. D. 1902, before me Hugh Blair a Notary Public in and for said County and State, came E. E. Phillips and Jessie M. Phillips, 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

My Commission Expires 28th Decr. 1905 Hugh Blair Notary Public

Filed for Record the 31st day of Mar A. D. 1902, at 4³⁰ o'clock P. M.

H. J. Eastman Register of Deeds

The following is agreed upon in the original instrument
The note therein described having been paid in full this mortgage is
hereby released and the lien thereon created is hereby
as witness my hand this thirtieth day of December A. D. 1902
R. J. Eastman

Recorded Oct 28 1909
Hays & Lawrence
Register of Deeds