

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 31st day of March in the year of our Lord, one thousand nine hundred and two (1902), between William W. Cole and Frances C. Cole, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and T. C. Melvin, of Lawrence, Douglas County, Kansas of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Two thousand six hundred and 50/100 (\$2068.05) Dollars, to them duly paid, the receipt of which is hereby acknowledged, he vs 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:

The south east quarter (1/4) of section number twenty two (22), Township number thirteen (13), Range number twenty one (21), east of the 6th P.M.

It is understood that the said William W. Cole may pay one hundred dollars (\$100) on said principal sum (the interest being paid up full to that time) on or at any interest paying period during the life of this mortgage, said grantor hereby agreeing to maintain \$500 fire insurance on the buildings on said land for benefit of second party, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said William W. Cole do vs hereby covenant and agree that

at the delivery hereof he is 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 of every kind and nature whatsoever and 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 Two thousand six hundred and 50/100 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said William W. Cole to the said part of of the second part

and this conveyance shall be void if such payments be made as therein 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 William W. Cole, his heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

H. A. Martin

J. L. Norton

William W. Cole (SEAL)

Frances C. Cole (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1902, before me



Jennie Matt a Notary Public in and for said County and State, came

William W. Cole & Frances C. Cole, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 30th March 1904

Jennie Matt
Notary Public

Filed for Record the 1st day of April A. D. 1902, at 11 o'clock A. M.

L. A. Doxman

Register of Deeds

The following is endorsed on the original instrument: This mortgage is hereby released and the mortgagee's interest therein is hereby discharged. As witness my hand this 16th day of September, D. 1913.

T. C. Melvin

Recorded Sept 26, 1913
Caselle Northrup
Register of Deeds

The following is endorsed on the original instrument: This mortgage is hereby released and the mortgagee's interest therein is hereby discharged. As witness my hand this 16th day of September, D. 1913.

Rec'd. S. 1. 1902 - 22. 1904