

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this twist day of April in the year of our Lord, one thousand nineteen hundred and two, between Napoleon Basye and Clara Basye, his wife, of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen 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 their 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 number one hundred and seventy nine (179) on Vermont street in the City of Lawrence in said County and State.

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 Fifteen 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 with interest in meantime according to coupons attached to said note & 10% after maturity on default. Privilege reserved to pay in, or any multiple thereof on account of Principal money after one year when any interest payments fall due. 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 their 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 hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair Napoleon Basye (SEAL)  
Clara Basye (SEAL)  
(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 2nd day of April A. D. 1902, before me

Hugh Blair a Notary Public in and for said County and State, came

Napoleon Basye and Clara Basye, 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 set my hand and affixed my official seal on the day and year last above

written: 28th Decr. 1905

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

Filed for Record the 3rd day of April A. D. 1902, at 1:30 o'clock P. M.

G. D. Foxman Register of Deeds

This mortgage is intended to be a mortgage to secure the payment of the sum of \$15.00 and is not to be construed as a sale of the premises described herein. The parties hereto have been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand and seal this 10th day of December, 1905.

Recorded May 13 1912  
 Floyd Lawrence  
 Register of Deeds

This mortgage is intended to be a mortgage to secure the payment of the sum of \$15.00 and is not to be construed as a sale of the premises described herein. The parties hereto have been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand and seal this 10th day of December, 1905.

Recorded Dec 10 1905

Floyd Lawrence