

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 15th day of April in the year of our Lord, one thousand Thirteen hundred and two, between George S. Eastman and Alice E. Eastman, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hellie J. Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine hundred (\$900) 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:

Beginning at a point thirty five (35) rods north of the south west corner of the north east quarter of Section nineteen (19) Township twelve (12) Range twenty (20) thence east eighty rods (80), north twenty rods (20) west eighty rods (80), south twenty rods (20) to place of beginning, containing ten acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said George S. Eastman and Alice E. Eastman 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 Nine hundred (\$900) Dollars according to the terms of and certain coupon promissory note this day executed and delivered by the said George S. Eastman and Alice E. Eastman, his wife, to the said part of of the second part her heirs and assigns.

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 is making such sale, on demand, to the said George S. Eastman and Alice E. Eastman 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

George S. Eastman (SEAL)
Alice Eastman (SEAL)
(SEAL)
(SEAL)

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

BE IT REMEMBERED, That on this 15th day of April A. D. 1902, before me James Brooks a Notary Public in and for said County and State, came George S. Eastman and Alice E. Eastman 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 Nov. 5 1905 James Brooks Notary Public

Filed for Record the 16th day of April A. D. 1902, at 10⁴⁰ o'clock A. M.

Hellie J. Smith Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the same is
restored to the mortgagor. Attest this 23 day of Dec. A.D. 1903.
W. H. Smith
By S. H. Clarke her atty in fact.

Record Dec 23-1903
Attest
Register of Deeds.