

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Sixth day of May in the year of our Lord, one thousand Nineteen hundred and two, between L. H. Harris and Mary A. Harris, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and John H. M<sup>c</sup>Quley of the second part:

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Eight 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 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 No. sixty-five (65) on Birchney Street, also Lot Nos. one hundred and twenty-seven (127), one hundred and twenty-nine (129), one hundred and thirty-one (131), one hundred and thirty-three (133), one hundred and thirty-five (135) and one hundred and thirty-seven (137) on Alabama Street, all in Block No. forty-one (41), in that part of the City of Lawrence known as West Lawrence, the said parties of the first part hereby agreeing that they will maintain insurance to the amount of \$600, on the buildings now on or to be erected on said lots during the existence of this mortgage for the benefit of the second party.

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of Best 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 five years from date, with interest from date to maturity as evidenced by coupons attached hereto, and interest after maturity on default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property. 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 hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of L. H. Harris (SEAL.)  
Mary A. Harris (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of May A. D. 1902, before me

Joseph E. Riggs a Notary Public in and for said County and State, came L. H. Harris and Mary A. Harris, 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 Mar. 29<sup>th</sup> 1904 Joseph E. Riggs Notary Public

Filed for Record the 7<sup>th</sup> day of May A. D. 1902, at 4<sup>30</sup> o'clock P. M.  
H. H. Norman Register of Deeds

For Release See Book 44-Page 348