

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. RAILROADS BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Seventh day of May in the year of our Lord, one thousand Five hundred and Two, between Archie E. Tweed and Rosa Tweed, his wife, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. J. P. Kranger of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred and eighty 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 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:

Lots Nos. Three (3) and Four (4), in Block No. Eight (8), of Steele's Subdivision of a portion of Earl's Addition to the City of Lawrence, being the home- stead of said parties of the first part, who agree to maintain insurance to the amount of \$500. on the building now on or to be erected on said lots during the existence of this mortgage for the benefit of the party of the second part, her 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 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, her 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 Four hundred eighty 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 the second part

Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or 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 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 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 the Presence of

Archie E. Tweed (SEAL.)

Rosa Tweed (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 7th day of May A. D. 1902, before me

James Brooks a Notary Public in and for said County and State, came

Archie E. Tweed and Rosa Tweed, 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 Nov. 5 1905

James Brooks
Notary Public

Filed for Record the 7th day of May A. D. 1902, at 4³⁰ o'clock P. M.

L. A. Sorman Register of Deeds

The following is recorded by the original instrument.