

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this Tenth day of May in the year of our Lord, one thousand Nineteen hundred and two, between Orlando Hosford and Helen M. Hosford, his wife of the City of Douglas and State of Kansas, of the first part, and E. H. Sayre of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand 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 party 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:

Lot number two hundred and seventeen (217) on Ohio street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 One thousand 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 party of the second part payable three years after date with interest at six per cent semi-annually according to coupons attached to said note, privilege reserved to pay off on any multiple thereof a principal at time of any interest payment. 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 party 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 surplus, if any there be, shall be paid by the party 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 Presence of

Hugh Blair

Orlando Hosford (SEAL.)

Helen M. Hosford (SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 10<sup>th</sup> day of May A. D. 1902, before me Hugh Blair a Notary Public in and for said County and State, came Orlando Hosford and Helen M. Hosford 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 and affixed my official seal on the day and year last above written.

My Commission Expires 28<sup>th</sup> Decr. 1905

Hugh Blair

Notary Public

Filed for Record the 10<sup>th</sup> day of May A. D. 1902, at 5 o'clock P. M.

W. A. Doorman

Register of Deeds

Received May 16-1905. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Attest: W. A. Doorman, Reg. of Deeds.