

MORTGAGE RECORD No. 38.

285

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

This Indenture, Made this twelfth day of May in the year of our Lord, one thousand nineteen hundred and two, between Sarah E. Boicourt and Arthur Boicourt, her husband of the City of Lawrence of Douglas and State of Kansas, of the first part, and Stella Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine 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 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:

Commencing 434 feet south of north line of Adams street on the east line of Kentucky street in the City of Lawrence, thence east (25) one hundred and twenty five feet, thence north fifty (50) feet, thence west one hundred and twenty five (125) feet to the east line of Kentucky street, thence south fifty (50) feet to the place of beginning, being in NW 1/4 of section 31, Township 12, Range 20, on the north east corner of Morris and Kentucky streets in the City of Lawrence Douglas County, Kansas.

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 Nine 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, but with 10% after maturity or default, with privilege of paying 10% or any multiple thereof in advance of principal money on and after three years, when any interest payment falls 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 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 Presence of

Hugh Blair

Sarah E. Boicourt (SEAL.)

Arthur Boicourt (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 12 day of May A. D. 1902, before me

Hugh Blair a Notary Public in and for said County and State, came Sarah E. Boicourt and Arthur Boicourt her husband 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 28 Decr 1905 Hugh Blair Notary Public

Filed for Record the 13 day of May A. D. 1902, at 10 o'clock A. M.

H. A. Loman 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 lien hereby created discharged. As witness my hand this 14 day of October A. D. 1912
Stella Boardman
Hugh Blair

Recorded Nov 16 1911
H. A. Loman
Register of Deeds