

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 4th day of January in the year of our Lord, one thousand Nineteen hundred and two between Harriett M. Hamilton, unmarried, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Sixty Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha th sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

The north half of Block number eight (8), in West Lawrence, comprising lots numbers twenty-five (25) to thirty-five (35), inclusive on Arkansas street and lots numbers twenty-six (26) to thirty-six (36) inclusive on Michigan street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Harriett M. Hamilton do hereby covenant and agree that at the delivery hereof she is 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 save and except a mortgage of \$200 to Hugh Blair dated 8th April 1901-

This Grant is intended as a Mortgage to secure the payment of the sum of Sixty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Harriett M. Hamilton to the said party of the second part Payable on the 8th day of April 1904 with interest at 7%.

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 party 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 party of the first part, her, heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part ha th hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Harriett M. Hamilton (SEAL.)
Jennie Watt (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 4th day of January A. D. 1902, before me Jennie Watt a Notary Public in and for said County and State, came Harriett M. Hamilton, unmarried, 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 30th March 1904 Jennie Watt Notary Public

Filed for Record the 15th day of May A. D. 1902, at 4 o'clock P. M.
H. H. Homan Register of Deeds

Recorded - April - 11 - 1904 -
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 thereby created is discharged. All witnesses my hand this fourth day of April, A.D. 1902.
Jennie Watt.