

MORTGAGE RECORD No. 38.

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

This Indenture, Made this third day of May in the year of our Lord, one thousand thirteen hundred and two, between John H. Shimmors, an unmarried man, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Almira J. Hoyle of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he do 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:

Lot No. Seven (7) in Block No. Four (4) of Davis First Addition to the City of Lawrence, being the homestead of the said party of the first part, who agree to maintain insurance to the amount of \$500. on the buildings now on or to be erected on said lot 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 of of the first part therein. And the said

John H. Shimmors do hereby covenant and agree that at the delivery hereof he 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 a prior mortgage of \$500. and that he

will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns. This Grant is intended as a mortgage to secure the payment of the sum of Four hundred dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said party 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 thereto, and interest after maturity or default at the rate of ten per cent. per annum until fully paid.

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 party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
J. H. Shimmors John H. Shimmors (SEAL.)
Antoinette Brown mark (SEAL.) (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 16 day of May A. D. 1902, before me Joseph E. Riggs a Notary Public in and for said County and State, came John H. Shimmors, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Nov - 29 - 1904 Joseph E. Riggs Notary Public

Filed for Record the 16 day of May A. D. 1902, at 5 o'clock P. M.

A. D. Donnam Register of Deeds

The following is endorsed on the original instrument:
Recorded - Nov 3rd - 1902 -
C. H. Donnam,
Register of Deeds,
City of Lawrence,
Kans.
Attest: Henry C. Day, Notary Public,
City of Lawrence, Kans.