

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAML BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Nineteenth day of May in the year of our Lord, one thousand hundred and two, between Laura Jella and her husband Fred K. Jella of Lawrence in the County of Douglas and State of Kansas, of the first part, and Richard W. Carter of the second part:

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

lots Nos. Forty nine (49), Fifty (50), Fifty One (51), Fifty two (52), Fifty three (53), Fifty four (54), in Addition No. Two (2) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said they are 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 Three hundred dollars

according to the terms of One certain promissory note of this day executed and delivered by the said parties of first part to the said part of of the second part

and payable five years after date with interest at seven per cent as shown by interest notes attached.

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 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 parties of first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Laura Jella (SEAL)

Fred K. Jella (SEAL)

(SEAL)

(SEAL)

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

BE IT REMEMBERED, That on this 19th day of May A. D. 1902, before me

J. R. Kenyon a Notary Public in and for said County and State, came

Laura Jella and her husband Fred K. Jella

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 July 28th 1903

J. R. Kenyon Notary Public

Filed for Record the 19th day of May A. D. 1902, at 5³⁰ o'clock P. M.

G. G. Foxman Register of Deeds

The following is a true and correct copy of the original instrument recorded April 15-1905
 The mortgage is hereby acknowledged by the parties herein named as the mortgagee in full, this mortgage is hereby
 released, and the same thereby forfeited and discharged April 15-1905.
 Attest: Richard W. Carter.