

MORTGAGE RECORD No. 38.

291

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

This Indenture, Made this 18 day of April in the year of our Lord, one thousand 1904 hundred and two, between S. L. M^cKenzie and Ada A. M^cKenzie, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anna F. Clarke of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred \$100. 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 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:

Lot No. One (1) and the north half of Lot No. Two (2) all in Block No. Eleven (11) Lane Place Addition in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

S. L. M^cKenzie and Ada A. M^cKenzie 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 hundred dollars according to the terms of One certain Note this day executed

and delivered by the said S. L. M^cKenzie and Ada A. M^cKenzie to the said part of the second part payable in two years with interest according to note. with privilege of paying loan in one year.

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 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 S. L. M^cKenzie, his heirs and assigns.

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

Signed, Sealed and Delivered in the Presence of

S. L. M^cKenzie (SEAL.)

Ada A. M^cKenzie (SEAL.)

(SEAL.)

(Seal)

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

BE IT REMEMBERED, That on this 22 day of April A. D. 1904, before me

D. J. Steele a Notary Public in and for said County and State, came

S. L. M^cKenzie and Ada A. M^cKenzie, 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 set my hand and affixed my official seal on the day and year last above written:

My Commission Expires June 20 1904

D. J. Steele Notary Public

Filed for Record the 20 day of May A. D. 1904, at 12 o'clock M.

R. J. Johnson Register of Deeds

The mortgage is recorded in full, the mortgage is hereby released and the mortgagee is discharged. At witness my hand this 18 day of April, A. D. 1904. Anna F. Clarke

Recorded April 5 1912
J. Lloyd L. Lawrence
Register of Deeds.