

MORTGAGE RECORD No. 38.

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

This Indenture, Made this third day of June in the year of our Lord, one thousand thirteen hundred and two, between Samuel Barber (widower) of Douglas in the County of Douglas and State of Kansas, of the first part, and M. Runby Co. a Corporation of La Polo Indiana of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Eight hundred and ninety five Dollars, to _____ duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es grant, bargain, sell and mortgage to the said part y 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 east half (1/2) of the south east quarter (1/4) of section eight (8) and the north east quarter (1/4) of the north east quarter (1/4) of section sixteen (16) all in Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Samuel Barber do es hereby covenant and agree that

at the delivery hereof his 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 excepting one mortgage of twenty four hundred dollars to the Union Central Life Insurance Company.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and ninety five dollars according to the terms of three certain notes this day executed and delivered by the said Samuel Barber to the said part y of the second part its heirs or assigns

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 y of the second part its 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 making such sale, on demand, to the said Samuel Barber his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Samuel Barber (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 4th day of June A. D. 1902, before me

John M. Newlin

a Notary Public in and for said County and State, came

Samuel Barber

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 April 13 1903

John M. Newlin

Notary Public

Filed for Record the 7th day of June A. D. 1902, at 9 o'clock A. M.

W. H. Gorman Register of Deeds

See Release See Book 38 Page 612

The following is endorsed on the original instrument
The note herein described having been paid in full