298MORTGAGE RECORD No. 38. MORTGAGE - Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. This Indenture, Made this ____ // ____ day of _____ June in the year of our Lord, one thousand Reveleew hundred and two _____, between Emanuel Bigler and Myra Birler, husband and wife,_ Douglast and State of Kansas, of the first part, and aley Lewis of the second part: Witnesseth, That the said part is of the first part, in consideration of the sum of One hundred and fifly _ 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 Wof the second part _____ heirs and assigns, forever, all that tract or parcel of land situated in the County of Donglas, and State of Kansas, described as follows, to wit: The south half of north week bractional quarters of section Five (5) in Township Jufleen (15) Range lurity one (2) east of the 6 " P.M. with all the appurtenances, and all the estate, title and interest of the said particof the first part therein. And the said _____ do ____hereby covenant and agree that parties of the first park_ they are the lawful owner Sof the premises, above granted, and seized of a good and indefeasible at the delivery hereof _____ estate of inheritance therein, free and clear of all incumbrances except one sertain mortgage for \$1350 to alexander Lewis recorded in Mortz. Book 34 page 221. . This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars ____ certain _ promissory note ____ this day executed ____ _bud__ according to the terms of _____ and delivered by the said _____ parties of the first part _____ to the said part yof the second part Payable five years after date with interest payable annually at the rate of six per cent per annum. 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 If of the second part _______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 Mmaking such sale, on demand, to the said Emanuel Buller - his heirs and assigns. IN WITNESS WHEREOF, The said particitof the first part ha Whereunto set Mainhand Land seal the day and year first above written. Emanuel Bufer (SEAL) Signed, Sealed and Delivered in Presence of Myra Bisler Ger. a. Banker (SEAL.) _(SEAL.) (seal) STATE OF KANSAS, County of Douglas - COUNTY Ss. is ______ Aay of ______ A. D. 1905, before me Leo. A. Bankes ______ a Notary Public in and for said County and State, came BE IT REMEMBERED, That on this . Emanuel Birler and Myral Birler, husband and 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 herennto set my hand and affixed my official seal on the day and year last above written My Commission Expires _____ Filed for Record the ______ day of ______ A. D. 1902, at 3____ o'clock_ P____ M. G. A. Sofiman Register of Deeds

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