

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 3rd day of June in the year of our Lord, one thousand Nine hundred and Two, between Geo. Leis and Lillian R. Leis - his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. D. Bowersock of the second part:

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

All of Lots numbers Three (3) Five (5) and the west 133 feet of Lot number Four (4) in Block number Four (4) Lane's First Addition in the City of Lawrence as per the recorded plat on file.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. Leis and Lillian R. Leis 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 Seven hundred Dollars according to the terms of One certain note this day executed and delivered by the said Geo. Leis and Lillian R. Leis - his wife to the said part y of the second part J. D. Bowersock

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 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 y making such sale, on demand, to the said Geo. Leis and Lillian R. Leis - their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Geo. Leis

(SEAL)

Lillian R. Leis

(SEAL)

(SEAL)

(seal)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 3rd day of June A. D. 1902, before me

Nellie Benjamin

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

Geo. Leis and Lillian R. Leis - 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 written:

My Commission Expires Sept. 27th 1902

Nellie Benjamin

Notary Public

Filed for Record the 12th day of June A. D. 1902, at 2 o'clock P. M.

G. D. Johnson, Register of Deeds

The following is enclosed on the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the lien thereon is hereby discharged.
 as witness my hand this 3rd day of July, A.D. 1902.
 J. D. Bowersock.
 Recorded Nov 25th 1904
 W. W. Amesbury
 Register of Deeds
 For Partial Release See Book 39 Page 476

The following is enclosed on original instrument
 The note herein described having been paid in full, this mortgage is
 Released March 3rd 1908.
 W. W. Amesbury
 Register of Deeds