

MORTGAGE RECORD No. 38.

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

This Indenture, Made this ninth day of June in the year of our Lord, one thousand nineth hundred and two between Joseph Griffin and Elma Griffin, his wife, of Douglas and State of Kansas, of the first part, and Ellen M. Deary of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of fifteen 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 the second part her 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 south west quarter of section number twenty 20 in Township number thirteen 13 South of Range number twenty 20 East of 6th P.M. less about three fourths of an acre described as follows to wit: Begin at a point on the south line and twenty three 23 rods west from the south east corner of said south west quarter section, thence north eight and one half 8 1/2 rods, thence on a line forming a complete semi circle northwardly to a point ten 10 rods due west, thence south eight and one half 8 1/2 rods to the south line of said quarter section, thence east to place of beginning. And also less Twenty 20 acres described as follows to wit: The south half of the south west quarter of said south west quarter section.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 fifteen hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Joseph Griffin and Elma Griffin to the said part of the second part Due and payable March 1st 1903 at the Lawrence National Bank Lawrence Kansas - value received.

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 her 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 parties of the first part, their, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Joseph Griffin (SEAL)
Elma Griffin (SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9th day of June A. D. 1902, before me O. S. Richards a Notary Public in and for said County and State, came Joseph Griffin and Elma Griffin - 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 and affixed my official seal on the day and year last above written.

My Commission Expires March 21st 1905 O. S. Richards Notary Public

Filed for Record the 17th day of June A. D. 1902, at 9³⁰ o'clock A. M.
G. B. Norman Register of Deeds

The full amount is enclosed on original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereon is hereby discharged. Witness my hand this 21st day of February A. D. 1903. Ellen M. Deary

Recorded March 3^d 1903. O. S. Richards, Register of Deeds. By J. B. Lawrence, Deputy.