

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Ninth day of July in the year of our Lord, one thousand nine hundred and two, between Backus Sanders, (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Margaret A. Goldtrap of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Three Hundred Dollars,

to him 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 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:

Lot Fourteen (14) Block (7) Seven South Lawrence, in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Backus Sanders do es hereby covenant and agree that at the delivery hereof is 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 Three Hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said Backus Sanders to the said part y of the second part Due first year from date

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 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 y making such sale, on demand, to the said Backus Sanders 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 Geo. A. Banks Backus Sanders (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9 day of July A. D. 1902, before me Geo. A. Banks a Notary Public in and for said County and State, came Backus Sanders



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 Nov. 27 1904 Geo. A. Banks Notary Public

Filed for Record the 12 day of July A. D. 1902, at 5 o'clock P. M.

G. F. Soman, Register of Deeds

The following is a duplicate of the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same hereby is hereby cancelled and discharged. As witness my hand this 16<sup>th</sup> day of Feb. A.D. 1907. Mrs. Mary A. Goldtrap.

Received Feb. 16<sup>th</sup> 1907. G. F. Soman, Register of Deeds

The following is a duplicate of the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same hereby is hereby cancelled and discharged.