

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 April in the year of our Lord, one thousand nine hundred and two (1902), between Hattie Drake (formerly Wilson) and William Drake (her husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. F. Menger

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and seventy five Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:

Lot number one hundred and twenty four (124) Addition number three (3), on Perry street in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Hattie Drake and William Drake (her husband) 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 One hundred and seventy five according to the terms of One certain Note this day executed and delivered by the said Hattie & William Drake to the said part of the second part

and due in three years from date with interest at the rate of eight per cent per annum from date until paid interest payable semi-annually 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 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 of making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Hattie Drake (SEAL.)
William Drake (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1902, before me E. F. Menger a Notary Public in and for said County and State, came Hattie Drake and William Drake (her husband) 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 Sept. 16th 1904 E. F. Menger Notary Public

Filed for Record the 24th day of July A. D. 1902, at 4 o'clock P. M.
G. F. Somers Register of Deeds

This mortgage is recorded as the official instrument. The mortgage is hereby released and the same is hereby acknowledged. As witness my hand this 25th day of April, A. D. 1911.

E. F. Menger

Recorded Oct. 2, 1911
Estate of William Drake
Register of Deeds

(For Assignment see Book 39 Page 636)