

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of August in the year of our Lord, one thousand Nineteen hundred and two, between Lallie B. Brownell and H. B. Brownell, her husbands, of the city of Douglas and State of Kansas, of the first part, and Myron Boardman 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 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:

Lot number seventy-one (71) on Tennessee street, in the city of Lawrence, Douglas County, 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 Parties of the first part 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 save and except a mortgage of \$1000. made by and between the parties hereto.

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 Mortgage note this day executed and delivered by the said parties of the first part to the said part y of the second part

Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached. Privilege reserved to pay \$100. or any multiple thereof on acct. Principal money at time any interest payment failed due. 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 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

Hugh Blair

Lallie B. Brownell (SEAL)
H. B. Brownell (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this First day of July A. D. 1902, before me

Hugh Blair a Notary Public in and for said County and State, came Lallie B. Brownell and H. B. Brownell - 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 subscribed my name written.

My Commission Expires 28 Decr. 1905 Hugh Blair Notary Public

Filed for Record the 1 day of Aug A. D. 1902, at 2⁴⁵ o'clock P. M.
G. F. Sopman, Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the premises created thereon discharged.
Witness my hand this 27 day of July A.D. 1908,
Attest: Myron Boardman,
Clerk of Douglas County.
(For Assignment see Record 48 Page 632.)

Recorded July 30 - 1908.
G. F. Sopman,
Register of Deeds.