

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. NAME, DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of August in the year of our Lord, one thousand Nine hundred and two, between D. P. Raker and Blanche S. Raker (his wife) of Belvoir in the County of Douglas and State of Kansas, of the first part, and C. M. Hard of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of One thousand 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 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 east quarter (1/4) of the north west quarter (1/4) and south Twenty (20) acres of the west fifty (50) acres of the north west fractional quarter (1/4) also the north east quarter (1/4) of the north west quarter (1/4) all in section eighteen (18) Township Thirteen (13) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said D. P. Raker and Blanche S. Raker 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 thousand dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said D. P. Raker and Blanche S. Raker to the said part of of the second part her heirs or assigns

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 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 of making such sale, on demand, to the said D. P. Raker - his heirs 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

D. P. Raker (SEAL.)

Blanche S. Raker (SEAL.)

(SEAL.)  
(seal)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of August A. D. 1902, before me

John M. Newlin a Notary Public in and for said County and State, came

D. P. Raker and Blanche S. Raker

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 April 13<sup>th</sup> 1903

John M. Newlin  
Notary Public

Filed for Record the 1<sup>st</sup> day of Aug A. D. 1902, at 3<sup>55</sup> o'clock P. M.

L. J. Sopman, Register of Deeds

(For release see Book 47 - Page 267)

The following is a condensed copy of the original mortgage and the note thereon, showing the full terms of the mortgage.

Recorded April 11<sup>th</sup> 1904 -  
L. J. Sopman