

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this thirteenth day of August in the year of our Lord, one thousand Nineteen hundred and two, between Joseph H. Ozias an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Paul R. Brooks of Lawrence, Kansas, of the second part:

**Witnesseth,** That the said part y of the first part, in consideration of the sum of One hundred fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha x sold, and by these presents does 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:

Commencing two hundred and ninety six (296) feet south of the north line of Adams Street in the City of Lawrence on the east line of Kentucky Street, thence south eighty eight feet thence east one hundred and twenty five (125) feet thence north eighty eight (88) feet, thence west one hundred and twenty five feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Joseph H. Ozias does hereby covenant and agree that at the delivery hereof he 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 One hundred and fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said Joseph H. Ozias to the said part y of the second part payable six months after date with interest at eight per cent per annum.

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 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 Joseph H. Ozias heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Joseph H. Ozias (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 13 day of August A. D. 1902, before me a Notary Public in and for said County and State, came

Joseph H. Ozias 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Jan. 25 1906 Geo. H. Richner Notary Public

Filed for Record the 13 day of Aug. A. D. 1902, at 11 o'clock A. M.  
Geo. H. Richner Register of Deeds

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
10 day of Oct-1902  
Paul R. Brooks

Attest: Ellis B. Loman  
Dep. Reg. of Deeds.

