

MORTGAGE RECORD No. 38.

333

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 Henry G. Parsons and Ida B. Parsons (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. J. Parker

of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 party 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:

lots one hundred and seventy two (172) and one hundred and seventy four (174) Elm Street Block Four (4) North Lawrence, now the City of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry G. Parsons and Ida B. Parsons do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Five hundred dollars according to the terms of one certain note and its coupons this day executed and delivered by the said Henry G. Parsons and Ida B. Parsons to the said party of the second part his 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 party 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Henry G. Parsons 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 Ida B. Parsons (SEAL.) Henry G. Parsons (SEAL.) (SEAL.)

STATE OF KANSAS, } ss. County of Douglas COUNTY

BE IT REMEMBERED, That on this 13th day of August A. D. 1902, before me John M. Newlin a Notary Public in and for said County and State, came Henry G. Parsons and Ida B. Parsons

to me personally known to be the same persons 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 1903 John M. Newlin Notary Public

Filed for Record the 14th day of Aug A. D. 1902, at 4¹⁵ o'clock P. M. G. P. Somers Register of Deeds

The following is endorsed on original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created is discharged.
As witness my hand this 23 day of May A.D. 1903.
E. J. Parker

Recorded Feb 9, A.D. 1904
A. W. Armstrong
Register of Deeds
By J. C. Bowman
Clerk