## MORTGAGE RECORD No. 38.

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UTGAGE Standard Form, SAML DODSWORTH BOOK CO., LHAVENWORTH, KAN august This Indenture, Made this Gowellenth day of \_ \_ in the year of our Lord, one thousand mune/ hundred and two , between Sylvestor Stull and mary B. Stull his wife -\_ of Manwaka Vourship in the County of Douglas and State of Kansas, of the first part, and Isaac Stull and Charlottiel J . Stull his wife on the survivor of them of the second part: Witnesseth, That the said part indof the first part, in consideration of the sum of Iwo Thousand - Dollars, to Mum duly paid, the receipt of which is hereby acknowledged, ha /14 sold, and by these presents do \_\_\_\_\_ grant, bargain, sell and mortgage to the said part is of the second part of the secon State of Kansas, described as follows, to wit: \_\_\_\_\_\_\_\_ "The west half of the north east quarter of section no. Thirty one (3), in Township no. Iwelow (1), of Range no. Eighteen (1) east of the 6 P.M. except about two and three quarter acres in the north west corner of said west half. with all the appurtenances, and all the estate, title and interest of the said partice of the first part therein. And the said\_ parties of the first part\_ \_\_\_\_ do \_\_\_\_hereby covenant and agree that at the delivery hereof \_\_\_\_\_\_ Uury lare \_\_\_\_\_ 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 Two Thousand dollars according to the terms of \_\_\_\_\_ One \_\_\_\_ certain \_\_\_\_ promissory note this day executed \_\_\_\_\_\_ and delivered by the said Sylverster Stull and Mary B. Stull \_\_\_\_\_ to the said parties of the second part ane/\_\_\_ 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 ion of the second part fleer executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner preserved by law; and out of all the money's arising from such sales to retain Lease 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 Sylves tor Stull and mary B. Stull - their heirs and assigns. lote IN WITNESS WHEREOF, The said part is 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 S. Stull (SEAL.) Mary B. Stull \_(SEAL.) \_(SEAL.) STATE OF KANSAS, County of Douglas - COUNTY SS. BE IT REMEMBERED, That on this 14 \_ day of \_\_\_\_\_ A. D. 190%, before me Joseph E. Riggs a Notary Public in and for said County and State, came Sylvester Stull and Mary IS. Stull - his wife -6 7.83 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 mch\_\_\_\_\_904\_\_\_\_\_ Joseph E. Riggs Notary Public My Commission Expires aug. A. D. 1905, at 4 \_\_\_\_ o'clock \_\_\_\_ M. Filed for Record the\_\_\_\_\_ day of\_\_\_\_\_ G. A. Sonnaw, Register of Deeds