

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 14th day of August in the year of our Lord, one thousand Thirteen hundred and two, between Mattie R. Houser, widow, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fannie Hirschland

of the second part: Witnesseth, That the said party of the first part, in consideration of the sum of Fourteen Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lot number one hundred and eighty-seven (187) on Kentucky street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mattie R. Houser doth hereby covenant and agree that at the delivery hereof she 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 Fourteen Hundred Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Mattie R. Houser to the said party of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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 sales, on demand, to the said party of the first part, her heirs and assigns. Privilege to pay in full on and after one year when any interest payment falls due.

IN WITNESS WHEREOF, The said part of the first part hath hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Mattie R. Houser (SEAL.) Hugh Blair (SEAL.) (SEAL.)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 15th day of August A. D. 1902, before me Hugh Blair a Notary Public in and for said County and State, came Mattie R. Houser, widow,

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 submitted my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 28th Decr. 1905 Hugh Blair Notary Public

Filed for Record the 15th day of Aug. A. D. 1902, at 12 o'clock M. G. F. Thomas, Register of Deeds

The following is a copy of the original instrument as the note herein described having been paid in full, this mortgage is hereby released and the lien thereon is hereby discharged. Witness my hand this 18th day of February, A.D. 1904. Fannie Hirschland Hugh Blair

Recorded February 18th A.D. 1904
Attest, G. F. Thomas
Register of Deeds
By J. C. Lawrence Deputy