

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, JOHNSON & CO., PRINTERS, BILKERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this third day of September in the year of our Lord, Thirteen hundred and two, between R. P. Washington and Sarah W. Washington his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Almira F. Hoyt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 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:

Beginning twenty (20) rods west of north-east corner of south half of north west quarter of south west quarter of section No. 29 in Township No. 13, south of Range No. 28, thence running west eight (8) rods, thence south twenty (20) rods, thence east eight (8) rods, thence north twenty (20) rods to Beginning, sub. to prior mortgage of \$200. to Mrs. M. J. Lundy.

Parties of first part agree to maintain insurance on said property to the amount of \$1000. during the existence of this mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date, with interest from date to maturity at evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property, 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 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their 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

R. P. Washington [SEAL]

Sarah W. Washington [SEAL]

[SEAL] (contd)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 4th day of September A. D. 1902, before me Wm. T. Sinclair a Notary Public in and for said County and State, came R. P. Washington and Sarah W. Washington his wife 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 and affixed my official seal on the day and year last above written.

My Commission Expires December 13th 1904

Wm. T. Sinclair Notary Public.

Filed for Record the 4th day of Sept A. D. 1902 at 1⁵⁵ o'clock P. M.

S. B. Somers Register of Deeds.

By Lillie B. Somers Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 11th day of September, A. D. 1902.

Almira F. Hoyt
Notary Public

Recorded Oct 16 1911
Shayd L. Lawrence
Register of Deeds