

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. J. J. CASSELL & Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 16th day of September in the year of our Lord, Thirteen hundred
two, between Eliza M. Kieck (a widow)
 of Lawrence in the County of
Douglas and State of Kansas, of the first part, and J. C. Noecker
 of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
One hundred forty Dollars,
 to her duly paid, the receipt of which is hereby acknowledged, ha~~v~~e 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:

Commencing in the center of Locust St. in North Lawrence at a point on the
 east line of North west quarter of south west quarter of sec. 29 Township
 No. 18 (S) of Range No. 20 (S) thence west 8 rods 4 1/2 feet, thence south to a
 point 3 1/2 rods South of North line of said North west quarter of south
 west quarter of said sec. 29 thence east 3 rods 4 1/2 feet thence north
 to center of Locust Street, all in that part of the City of Lawrence
 Kansas, known formerly as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Eliza M. Kieck do 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 inalienable
 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 forty
 according to the terms of One certain promissory note this day executed
 and delivered by the said Eliza M. Kieck to the said party of the second part
J. C. Noecker

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 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 Eliza M. Kieck - her
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part ha~~v~~e hereunto set her hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

J. H. ClarkEliza M. Kieck (SEAL.)mark (SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 16 day of Sept A. D. 1902, before me

a Notary Public in and for said County and State, came

Eliza M. Kieckto 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 January 1904James H. Mitchell
 Notary Public.Filed for Record the 17th day of Sept A. D. 1902 at 10¹⁵ o'clock A. M.W. P. Chapman Register of Deeds.W. P. Chapman Deputy.

The foregoing is a true and correct copy of the original instrument,
 and the same having been compared with the original is hereby released
 as witness my hand this 21st day of September A.D. 1902.
 J. H. Clark, Notary Public.

Recorded Sept 21st 1902,
 W. P. Chapman,
 Register of Deeds.

(This Assignment See Book 41, Page 282.)