

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 17th day of February in the year of our Lord, Thirteen hundred and two, between Albert H. Krause and Amelia H. Krause, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and Fifty 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:

Lot number Sixty-three (63) on Vermont Street in the City of Lawrence, Douglas County, Kansas.

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 owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances save and except a mortgage of \$1000. dated 18th Sept. 1897, payable five years after date.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Fifty 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 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 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 of 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 hands and seal - the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jimmie Matt

Albert H. Krause [SEAL.]

Amelia H. Krause [SEAL.]

[SEAL.]
(seal)

STATE OF KANSAS, } ss.
County of Douglas }

BE IT REMEMBERED, That on this 17th day of Feb A. D. 1902, before me

Jimmie Matt a Notary Public in and for said County and State, came Albert H. Krause and Amelia H. Krause, 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 30th Feb. 1904

Jimmie Matt
Notary Public.

Filed for Record the 19 day of Sept. A. D. 1902 at 11⁴⁵ o'clock a. M.

H. T. Somman, Register of Deeds.

By Billie P. Somman, Deputy.

The following is enclosed with this official instrument. The note, interest described having been paid in full this mortgage is hereby released and the first fifty dollars charged.

Recorded Dec 11th 1903.

By Wm. H. Somman, Register of Deeds.