

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BOSTON AND BUCK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this third day of October in the year of our Lord, thirteen hundred
and two, between John C. Noecker, a single man
 of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Weth Salbo, Jr.
 of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Six Hundred and Fifty Dollars,
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
 to the said part of 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:

Six number One Hundred and Seventy Four (174) and One Hundred and Seventy
six (176) in Block Four (4) in that part of the City of Lawrence, Kansas,
formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
John C. Noecker do hereby covenant and agree that
 at the delivery hereof he 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
Six Hundred and Fifty Dollars
 according to the terms of One certain promissory note attached
 and delivered by the said John C. Noecker to the said part of of the second part

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 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 part of making such sale, on demand, to said John C. Noecker
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

John C. Noecker [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS.

County of Douglas

BE IT REMEMBERED, That on this 3rd day of October A. D. 1902, before me

J. R. Kenyon a Notary Public in and for said County and State, came

John C. Noecker

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 July 28th 1902

J. R. Kenyon Notary Public.

Filed for Record the 4th day of Oct. A. D. 1902 at 5⁰⁵ o'clock P.M.

L. B. Somers Register of Deeds.

By Alvin B. Somers Deputy.

Recorded from 21st 1903
 By Register of Deeds
 State of Kansas
 County of Douglas
 (For Release and Return of Book 39 Page 644)
 (For Release and Return of Book 44 Page 1227)