

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Ninth day of October in the year of our Lord, Thirteen hundred and two, between Joseph W. Ogias (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and V. E. Newlin of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:
Commencing two hundred and ninety six (296) feet south of the north line of Adams street in the City of Lawrence on the east line of Kentucky Street thence south eighty (80) feet, thence east one hundred and twenty five (125) feet, north eighty (80) feet, west one hundred and twenty five (125) feet to beginning

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Joseph W. Ogias do hereby covenant and agree that at the delivery hereof his 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 Four hundred dollars according to the terms of one certain Note this day executed and delivered by the said Joseph W. Ogias to the said part of of the second part his

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 Joseph W. Ogias 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

Joseph W. Ogias [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 9th day of Oct. A. D. 1902, before meJohn M. NewlinJoseph W. Ogiasa Notary Public in and for said County and State, came 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 April 15th 1905John M. Newlin
Notary Public.Filed for Record the 18th day of Oct. A. D. 1902 at 9³⁰ o'clock A. M.W. D. Soiman, Register of Deeds.By Willie B. Soiman, Deputy.

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The following is a copy of the original instrument. It is a mortgage on the premises described in the first line of this mortgage. The Note is being closed by paying cash based on first. This mortgage is to be returned and the title thereby created destroyed.

Recorded Nov 2nd 1902