

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twentieth day of October in the year of our Lord, Nineteen hundred and two between Edwin L. Charlton and Carrie B. Charlton (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. E. Newlin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 part 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 No. Thirty four (34) Ohio Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Edwin L. Charlton and Carrie B. Charlton 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 excepting however our mortgage of Twelve hundred dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of our certain note this day executed and delivered by the said Edwin L. Charlton and Carrie B. Charlton to the said part of the second part his heirs or assigns.

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 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 Edwin L. Charlton, his 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

Edwin L. Charlton [SEAL.]

Carrie B. Charlton [SEAL.]

[SEAL.]

(seal)

STATE OF KANSAS, } ss.

County of Douglas

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of October A. D. 1902 before me

John M. Newlin a Notary Public in and for said County and State, came

Edwin L. Charlton and Carrie B. Charlton

so 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 13<sup>th</sup> 1902

John M. Newlin Notary Public.

Filed for Record the 22<sup>nd</sup> day of Oct. A. D. 1902 at 11<sup>25</sup> o'clock a. M.

E. A. Schmans Register of Deeds.

By Elsie B. Schmans Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full this twenty six  
to hereby released and the title hereby conveyed to the mortgage  
as returned by same this 10 day of January 1908.  
J. E. Newlin.

Recorded Jan 15<sup>th</sup> 1908.  
J. E. Newlin.  
Register of Deeds.