MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of October in the year of our Lord, Nineteen hundred and two, between August J. Schulz, an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fanny Bergman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred and seventy-five 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 party of the second part her 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 Four (4) in Block number Twelve (12) in Lows Place in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said August J. Schulz doth 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 One hundred & seventy-five dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said August J. Schulz to the said party of the second part Payable three years after date to order of party of second part with interest thereon according to the terms of said note with 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 her 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 party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Hugh Blair

August J. Schulz [SEAL.]

[SEAL.]

[SEAL.]

(seal)

STATE OF KANSAS, County of Douglas } ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1902, before me Hugh Blair a Notary Public in and for said County and State, came August J. Schulz, unmarried, 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 28th Dec., 1905

Hugh Blair, Notary Public.

Filed for Record the 24th day of Oct A. D. 1902 at 4 55 o'clock P M.

G. W. Brennan, Register of Deeds.

By Lillie B. Brennan, Deputy.

Recorded September 16th A.D. 1903
W. A. Quigley Sheriff
By J. S. Brennan Deputy

The following mortgage is released and discharged in full this 23rd day of September A.D. 1903
Fanny Bergman
by W. A. Quigley her Atty in Fact

The note herein described was paid in full and mortgage released and discharged of record Sept. 23rd 1903
W. A. Quigley Sheriff
By J. S. Brennan Deputy

Office Release See Book 41 Page 203