

MORTGAGE RECORD No. 42.

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

This Indenture, Made this thirtieth day of November in the year of our Lord, thirteen hundred and two, between Mollie Fry and her husband George Fry of Linn in the County of Douglas and State of Kansas, of the first part. and Ed Munk of Linn of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of thirty five Dollars,

to him 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 thirty five (35) of West division of Township number 24, 25, 26, 30, of Addition number ten (10) in North Linn in City of Linn Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mollie Fry and George Fry do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of

thirty five Dollars according to the terms of one certain note this day executed and delivered by the said Mollie Fry and George Fry to the said party of the second part payable six months after date at Office of Ed Munk in Linn Kansas

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 making such sale, on demand, to said Mollie Fry and George Fry heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

P. B. Steele

J. R. Kenyon

Mollie Fry (SEAL)

George Fry (SEAL)

George Fry (SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 19th day of November A. D. 1902, before me

J. R. Kenyon

Mollie Fry and George Fry

a Notary Public in and for said County and State, came

to me personally known to be the same persons 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 25th 1903

J. R. Kenyon Notary Public.

Filed for Record the 20 day of November A. D. 1902 at 240 o'clock P. M.

G. B. Soper Register of Deeds.

Deputy.

The following is indexed on the original instrument. Thereafter herein described having been paid in full, this mortgage is hereby released and the same is hereby released and discharged. As witness my hand this 20th day of November, A. D. 1902.

Witness my hand and seal this 20th day of November, A. D. 1902.

Recorded July 24th 1902

G. B. Soper

Register of Deeds.