

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 13th day of December in the year of our Lord, Nineteen hundred and two, between Joseph Rakhepf and Mary J. Rakhepf, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. E. Chamberlain of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, he 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:

Lots numbered eighty three (83) and eighty five (85) both on Pennsylvania Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Rakhepf and Mary Rakhepf 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

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

\$350.00

according to the terms of Real certain Note this day executed and delivered by the said Joseph Rakhepf and Mary Rakhepf to the said part of of the second part Payable one year after date with interest at 8% per annum.

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 Rakhepf, 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

Joseph Rakhepf [SEAL]
Mary J. Rakhepf [SEAL]
[SEAL]
(seal)

STATE OF KANSAS, ss.
County of Douglas

BE IT REMEMBERED, That on this 13th day of December A. D. 1902 before me L. D. Stahl a Notary Public in and for said County and State, came Joseph Rakhepf and Mary J. Rakhepf, his wife, 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 June 20 1906

L. D. Stahl Notary Public.
Edw. L. Osborn Register of Deeds.
By Lillie B. Osborn, Deputy.

Filed for Record the 13th day of Dec. A. D. 1902 at 2⁴⁵ o'clock P. M.

The following is enclosed in the original instrument
 The Note being a certain promissory note payable in full
 to the order of the said Joseph Rakhepf and Mary J. Rakhepf
 of Lawrence, Kansas, for the sum of Three hundred and fifty
 Dollars, with interest at 8% per annum, dated December 13, 1902.

Recorded Page 34 1906.
 W. B. Chamberlain,
 Register of Deeds.