

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 27<sup>th</sup> day of December, in the year of our Lord, One thousand nine hundred and two, between Charles Bruce Lincoln and Maggie May his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. L. Simpson of Kansas City, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) 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 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:

Beginning south line Elm St. Two Hundred Seventy feet (270 ft) W 91<sup>E</sup>, corner Block nine (9) South One Hundred and Seventeen (117 ft) East fifty feet (50 ft). North One Hundred and Seventeen ft (117 ft) West Fifty feet (50 ft) to beginning. Said parties of the first part hereby agrees to maintain fire insurance on said above described property in the sum of Four Hundred for the benefit and payable in the event of loss to J. L. Simpson.

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

Charles Bruce Lincoln and Maggie May his wife 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.

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

Four Hundred Dollars (\$400.00)

according to the terms of two certain promissory notes this day executed

and delivered by the said Charles Bruce Lincoln and Maggie May his wife to the said party of the second part his heirs.

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 of the second part his making such sale, on demand, to said Charles Bruce Lincoln and Maggie May his wife 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

M. A. Edgar  
Geo. B. Edgar

Charles Bruce Lincoln [SEAL.]

Maggie May Lincoln [SEAL.]

[SEAL.]

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 27<sup>th</sup> day of Dec A. D. 1902, before me

Geo. B. Edgar a Notary Public in and for said County and State, came Charles Bruce Lincoln and Maggie May 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 May 6<sup>th</sup> 1905

Geo. B. Edgar

Notary Public.

Filed for Record the 17<sup>th</sup> day of January A. D. 1902, at 11:00 o'clock P. M.

A. W. Armstrong Register of Deeds.

By J. C. Lawrence Deputy.

Recorded Jan 5, 1902  
All parcels, bounded, survey, been filed in full, this month  
is fully described and the boundaries established and described  
as follows, copy of record, file of record, by J. C. Lawrence  
Deputy