

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 2nd day of December in the year of our Lord, Nineteen Hundred
and two, between J. W. Ogilvie (unmarried) of Laurance in the County of
Douglas and State of Kansas, of the first part, and E. J. Menger of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifty two and 00/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha he sold, and by these presents do~~es~~ 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 numbered One hundred (100) New York Street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said _____ date 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 infeasible 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 _____
Fifty dollars
 according to the terms of *one* certain *note* this day executed
 and delivered by the said *J. W. Ozial* to the said part *4* of the second part
and due in three months with interest at 10 % per annum
from date untill paid

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 part of making such sale, on demand, to said J. W. Ogden 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

L. H. Menger

J. W. Ozine

[SEAL]

[SEAL]

[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 2nd day of December A. D. 1792 before me

on this _____
L. H. Menger

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

J. W. Dziadosz married,

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

Sept 16 1904

L. H. Menger

Notary Public.

Filed for Record the 20th day of January A. D. 1983 at 10⁰⁰ o'clock A. M.

A. W. Armstrong Register of Deeds.

Register of Deeds.

Deputy.