

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL Co. Printers. Undertakers Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 17th day of February in the year of our Lord, One thousand nine hundred and three, between Herman W. Schultz a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and B. A. Droper of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Two hundred fifty ⁰⁰/₁₀₀ Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do and 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: The South one half of Lot No Two (2) and all of Lots Three (3) Four (4) all in Block No Eleven (11) Lane Place in the city of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Herman W. Schultz do 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

Two Hundred fifty Dollars
This Grant is intended as a Mortgage to secure the payment of the sum of _____ according to the terms of one certain promissory note this day executed and delivered by the said Herman W. Schultz to the said part of of the second part and payable three years after date according to the terms of said note and three interest coupons should be 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 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 Herman W. Schultz his heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above written.
Herman W. Schultz [SEAL]
B. A. Droper [SEAL]
James Brooks [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 17th day of February A. D. 1902, before me James Brooks a Notary Public in and for said County and State, came Herman W. Schultz a single man

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 Nov 5th 1905 James Brooks Notary Public.

Filed for Record the 17th day of February A. D. 1902, at 2⁵⁰ o'clock P M.

A. W. Armstrong Register of Deeds.
By J. L. Lorman Deputy.

The following is endorsed on the original instrument.
The mortgagee has received from the mortgagor the sum of \$250.00 and the same has been therefor credited charged as witness my hand this 16th day of February A.D. 1902
H. W. Droper
Notary Public
Lawrence, Kan.

Recorded Feb 16 1902
H. W. Droper
Register of Deeds