

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 23 day of May in the year of our Lord, one thousand nine hundred and two, between William P. Mason and Sarah J. Mason (his wife) of Lawrence in the County of

Douglas and State of Kansas, of the first part, and L. A. Ross of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy (\$70.00) 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: Lot number thirty-five (35) Addition number five (5) in that part of the city of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William P. and Sarah J. Mason 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 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

Seventy dollars according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said party of the second part and due in two years with interest at 9 percent per annum from date interest payable semi annually

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their 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

L. E. Eddy

L. H. Menger

William P. Mason [SEAL]

Sarah J. Mason [SEAL]

L. A. Ross [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 23rd day of May A. D. 1922, before me

L. H. Menger a Notary Public in and for said County and State, came William P. Mason and Sarah J. Mason (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 Sept 16 1926.

L. H. Menger Notary Public.

Filed for Record the 25th day of June A. D. 1922, at 10 o'clock A. M.

A. W. Armstrong Register of Deeds.

By J. C. Lowman Deputy.

THIS FOLLOWING IS A SUMMARY OF THE ORIGINAL INSTRUMENT

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Received of William P. and Sarah J. Mason the within named Mortgagors, the sum of Seventy and no Dollars, in full satisfaction of the within Mortgage.

L. A. Ross

Lawrence, Kan. Aug. 11, 1913

Recorded Aug. 11, 1913

By J. C. Lowman Register of Deeds.

R. W. McConnell Deputy.