

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jorgensen Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15th day of January in the year of our Lord, one thousand nine hundred and two, between Robert Martin and Mattie J. Martin, his wife, formerly of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hattie Price of Cleveland, Ohio party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 sixty-three (63) Rhode Island Street, Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert Martin and Mattie J. Martin 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 indefeasible estate of inheritance therein, free and clear of all incumbrances except in favor of Mortgage in the sum of five hundred dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Robert Martin and Mattie J. Martin to the said party of the second part her heirs and assigns

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 her 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 making such sale, on demand, to said Robert Martin his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

J. E. McLaughlin

Robt. Martin [SEAL]

Mattie J. Martin [SEAL]

[SEAL]

STATE OF KANSAS,

County of Shawnee ss.

BE IT REMEMBERED, That on this 15th day of January A. D. 1902, before me J. E. McLaughlin a Notary Public in and for said County and State, came Robert Martin and Mattie J. Martin, 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 January 2 1905

J. E. McLaughlin Notary Public.

Filed for Record the 24th day of November A. D. 1902, at 10⁴⁵ o'clock 9 M.

A. W. Armstrong Register of Deeds.

By J. L. Lawrence Deputy.

The first and only authorized copy of this official instrument is the original instrument. The original instrument is the only one which is valid. The original instrument is the only one which is valid. The original instrument is the only one which is valid.

Recorded March 27th 1906
Shawnee County, Kansas
Notary Public