

MORTGAGE RECORD No. 42.

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

*Five Hundred Dollars*  
 in the County of  
 the second part:  
 on of the sum of  
 Dollars,  
 sell and mortgage  
 County of Douglas,  
 iture (00)  
 ty Kansas.  
 nt and agree that  
 od and indefeasible  
 of the sum of  
 of the second part  
 any part thereof, or  
 whole amount shall  
 and assigns, at any  
 moneys arising from  
 and the overplus, if  
 and year first above  
 [SEAL]  
 [SEAL]  
 [SEAL]  
 before me  
 ty and State, came  
 down to be the same  
 seal on the day and  
 Notary Public.  
 M.  
 Register of Deeds.  
 Register of Deeds.

This Indenture, Made this 7<sup>th</sup> day of February in the year of our Lord, 1902  
Five Hundred and fifty, between C. E. Berry, unmarried  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
B. S. Benson of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Nine Hundred and fifty Dollars,  
 to Five duly paid, the receipt of which is hereby acknowledged, he do<sup>s</sup> 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 one hundred and sixteen (16) Ohio street  
in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
C. E. Berry do<sup>s</sup> 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Five \$ 900.00 certain notes according to the terms of  
 and delivered by the said C. E. Berry to the said party of the second part

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... making such sale, on demand, to said C. E. Berry  
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part ha<sup>e</sup> hereunto set his hand and seal the day and year first above  
 written.  
C. E. Berry [SEAL]  
 Signed, Sealed and Delivered in Presence of  
C. E. Berry [SEAL]  
C. E. Berry [SEAL]

STATE OF KANSAS, } ss.  
Douglas County  
 BE IT REMEMBERED, That on this 7<sup>th</sup> day of February A. D. 1902, before me  
Coydon E. Lindley  
C. E. Berry a Notary Public in and for said County and State, came

Coydon E. Lindley 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 June 2 1905 Coydon E. Lindley Notary Public.  
 Filed for Record the 6 day of Feb. A. D. 1902 at 10<sup>12</sup> o'clock A. M.  
A. W. Armstrong Register of Deeds.  
By Edric Armstrong Deputy.

*Notary Public*  
 The following is believed on the receipt of payment.  
 The State of Kansas having been paid in full this mortgage  
 is hereby released and the City Clerk hereby ordered to discharge  
 the same. Witness my hand this 30<sup>th</sup> day of August A. D. 1902.  
A. W. Armstrong  
 Register of Deeds.