

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 9th day of April in the year of our Lord, one thousand Nineteen hundred and One, between George M. Grout and Allie M. Grout his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Allie M. Miller of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine hundred (900⁰⁰) Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do — grant, bargain, sell and mortgage to the said part y 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 numbered nine (9) in Block numbered eight (8) in Lane's First Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George M. Grout and Allie M. Grout 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

This Grant is intended as a Mortgage to secure the payment of the sum of Nine hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said George M. Grout and Allie M. Grout to the said part y of the second part

Said note is due in 5 years from this date and bears interest at rate of six per cent per annum - interest payable annually, from date

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 y 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the said George M. Grout his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

George M. Grout (SEAL)

Allie M. Grout (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1901, before me

John L. A. Norton a Notary Public in and for said County and State, came George M. Grout and Allie M. Grout 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires January 9th 1905

John L. A. Norton Notary Public

Filed for Record the 9 day of April A. D. 1901, at 5 o'clock P. M.

L. A. Norton Register of Deeds

The following is a copy of the original instrument as recorded in the County of Douglas, Kansas, on the 9th day of April, A.D. 1901, and is hereby released, and the note herein described, having been paid in full this mortgage is hereby discharged. Allie M. Miller, her Agent, by John L. A. Norton, Notary Public.