

## MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form. SAM'L BODDORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 2<sup>d</sup> day of April in the year of our Lord, one thousand Nineteen  
hundred and One, between J. E. North and his wife Lulu H. North  
of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and J. M. Macomb  
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two hundred 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 part 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: Beginning at a point three hundred and thirty (330)  
feet north of the southeast corner of the south east quarter of section  
Two (2) Township fourteen (14) South of Range eighteen (18) East of the 6<sup>th</sup> P.M.  
Thence north (99) three hundred and ninety feet more or less to the north line of  
the south east quarter of said south east quarter of section two (2), thence west  
two hundred fifty and 5/10 feet, thence south sixty five (65) degrees west two  
hundred twenty four (224) and 5/10 feet; thence south forty one (41) degrees forty (40)  
minutes west nine hundred thirty five (935) and 5/10 feet; thence south  
thirty seven (37) degrees west two hundred and fifty (250) feet; thence east  
two hundred thirteen (213) feet to the place of beginning, containing  
18 3/4 acres - more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
J. E. North 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Two hundred Dollars  
according to the terms of and certain promises made this day executed

and delivered by the said parties of the first part to the said part of the second part  
with six interest coupons attached to said note, principal payable three years after date  
and said interest at 7 per cent. per annum payable semi-annually as per said coupons

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 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 costs 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 the said J. E. North 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. North (SEAL.)

L. H. North (SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas COUNTY ss.

BE IT REMEMBERED, That on this 9<sup>th</sup> day of April A. D. 1901, before me  
Geo. A. Banks a Notary Public in and for said County and State, came

J. E. North and L. H. North  
husband and 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 set my hand and affixed my official seal on the day and year last above  
written.

My Commission Expires Nov. 27 1904 Geo. A. Banks Notary Public

Filed for Record the 10<sup>th</sup> day of April A. D. 1901, at 11<sup>35</sup> o'clock A. M.  
G. J. Foxman Register of Deeds

This note being described having been paid in full, this mortgage is hereby released and the  
this hereby created discharged. As witness my hand this 10<sup>th</sup> day of April A. D. 1901  
J. M. Macomb  
J. E. North

Recorded March 28 1901  
Howard L. Lawrence  
Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released and the hereby created discharged.