

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this South day of March in the year of our Lord, one thousand Eighteen hundred and One, between H. F. Morris and Florence E. Morris of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. J. Parker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 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 No Two (2) Kentucky Street in the City of 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 H. F. Morris and Florence E. Morris 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 Three hundred Dollars according to the terms of these certain Notes this day executed and delivered by the said H. F. Morris and Florence E. Morris to the said part of of the second part his 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 part of 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 H. F. Morris 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

H. F. Morris (SEAL.)  
Florence E. Morris (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of April A. D. 1901, before me a Notary Public in and for said County and State, came

H. F. Morris and Florence E. Morris

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

April 13 1913

John M. Newlin Notary Public

Filed for Record the 18<sup>th</sup> day of April A. D. 1901, at 9 o'clock A. M.

E. J. Parker Register of Deeds

The following is endorsed on the original instrument  
H. F. Morris and Florence E. Morris gave in full this mortgage  
to Henry Release and this instrument is hereby discharged  
No interest was paid this 7<sup>th</sup> day of June 1904.  
E. J. Parker.

Recorded Jan 7<sup>th</sup> 1908  
W. C. Grayson  
Register of Deeds.