

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 20th day of April in the year of our Lord, one thousand Nine hundred and One, between August W. Berger and Elsie Berger his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Rosa Hiatt 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, have 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 number one hundred and twenty two (122) on New Jersey Street in 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part payable three years from April 25th 1901, with interest at five per cent per annum payable annually until paid.

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 costs 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 the said parties of the first part 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

August W. Berger (SEAL.)
Elsie G. Berger (SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas COUNTY ss.

BE IT REMEMBERED, That on this 23 day of April A. D. 1901, before me a Deputy Clerk, Dist Court a Notary Public in and for said County and State, came August W. Berger and Elsie G. Berger 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 1

Adalind Hornor Notary Public
Deputy Clerk Dist. Court

Filed for Record the 23rd day of April A. D. 1901, at 10¹⁰ o'clock A. M.

H. B. Dorman Register of Deeds

The following is ordered on the original instrument
Beleged. The note here in described having been paid in full this mortgage
is hereby released and the same hereby ordered discharged as ordered
Recorded this 23 day of April 1901. Francis J. Lawrence, Reg. of Deeds.
The within mortgage is fully paid
Recorder April 1901. and satisfied. Mar. 11. 1901. Rosa Hiatt.
Notary Public