

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 20th day of April in the year of our Lord, one thousand, Nineteen
hundred and One, between Elvora B. Emery and Marion Emery her
husband of the city of Lawrence in the County of
Douglas and State of Kansas, of the first part, and E. G. Hawley 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 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 thirty (130) on New York
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 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 One certain Real Estate Mortgage this day executed
and delivered by the said parties of the first part to the said part of of the second part
Payable three years after date with interest at seven percent semi-annually according
to coupons attached to said note.

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 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 of making such sale, on demand, to the said party of first part their
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

Hugh Blair

Elvora B. Emery (SEAL.)

Marion Emery (SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 20th day of April A. D. 1901, before me
Hugh Blair a Notary Public in and for said County and State, came
Elvora B. Emery and Marion Emery
her husband 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 28th Decr. 1901

Hugh Blair

Notary Public

Filed for Record the 23rd day of April A. D. 1901, at 11⁵⁵ o'clock A. M.

E. D. Doxman

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 line thereby created is cancelled.
As Witness my hand this 21st day of April A.D. 1906

Recorded April 27th 1906,
C. W. Wessington,
Register of Deeds.