

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 26 day of April in the year of our Lord, one thousand eight hundred and one, between David Richards a single man

of Baldwin in the County of Douglas and State of Kansas, of the first part, and Levi B. Smith

of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Four Hundred \$400 Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he do 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: Lots Nos. Seventy One (71) Seventy three (73) Seventy five (75) Seventy seven (77) Seventy nine (79) and Eighty one (81), on Elm Street

Baldwin City Kansas according to the recorded plat thereof

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

David Richards a single man 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

Four hundred dollars \$400

according to the terms of and certain promissory Note this day executed

and delivered by the said David Richards to the said part of the second part

Due & payable one year from date of Apr. 26 1901, with interest at the rate of 7% per annum payable annually

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 of making such sale, on demand, to the said heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

S. E. Kidder

David Richards (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 26 day of April A. D. 1901, before me

S. E. Kidder a Notary Public in and for said County and State, came

David Richards a single man

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 July 9 1902

S. E. Kidder

Notary Public

Filed for Record the 30 day of April A. D. 1901, at 10 o'clock A. M.

H. A. Doxman

Register of Deeds

The following is endorsed on the original instrument: This mortgage is hereby released, A. D. 1901, and the loan thereby created discharged. All releases my hand, this 6 day of June 1901, Levi B. Smith

My commission expires July 9-1902.

Recorded June 7-1901 - By Order of Deeds - By Levi B. Doxman - Deputy