

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 2<sup>d</sup> day of May in the year of our Lord, one thousand Nineteen hundred and One, between Lillian P. Knight and her husband G. L. Knight of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. A. Cosby of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred seventy five 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 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 fifty one (51) on Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Lillian P. Knight do hereby covenant and agree that at the delivery hereof she 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 and seventy five

according to the terms of one certain promissory note this day executed and delivered by the said Lillian P. Knight and G. L. Knight to the said part of the second part

Payable one year after date with interest from date at the rate of seven per cent per annum, said note being given to secure payment of part of the purchase money for said

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 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 Lillian P. Knight 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

Lillian P. Knight (SEAL.)  
G. L. Knight (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 2<sup>d</sup> day of May A. D. 1901, before me Geo. A. Banks a Notary Public in and for said County and State, came

Lillian P. Knight and 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 subscribed my name written.

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

Filed for Record the 2<sup>d</sup> day of May A. D. 1901, at 1<sup>50</sup> o'clock P. M.

G. A. Soxman 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 lien thereby created is discharged. By agreement of the parties to this day of May A. D. 1901 and official seal of Notary -  
Wm. C. S. Wood, Secy.  
Assigned See Book 35 Page 107  
By M. M. Newman, Deputy

Recorded May 1 - 1901  
By M. M. Newman, Deputy  
Register of Deeds

The original instrument of this mortgage is on file in the mortgage office of the County of Douglas, Kansas.