

MORTGAGE RECORD No. 38.

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

This Indenture, Made this first day of May in the year of our Lord, one thousand one thousand hundred and one, between Adolph F. Roller and Sarah J. Roller, his wife, of LeCompton in the County of Douglas and State of Kansas, of the first part, and Margaurite Schurz of Lawrence, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred fifty 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: Begin 9 and 61/100 chains west of north east corner of north east fourth of section two, town twelve, Range eighteen; thence west three and 70/100 chains; thence north seventeen and 5/100 chains; thence south 54° east four and 1/100 chains; thence south fourteen and 40/100 chains to place of beginning. Also beginning twelve and 181/100 chains west of south east corner of north east quarter of section two, town twelve, Range eighteen; thence west four and 60/100 chains; north thirty five and 50/100 chains to the west bank of Kansas River; thence down said river to A. M. Day's west line; thence south along said line 130 rods to beginning in northeast fourth, less 1/2 acre R. R.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Adolph F. Roller and Sarah J. Roller 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 Four hundred fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Adolph F. Roller and Sarah J. Roller to the said party of the second part

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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party of making such sale, on demand, to the said Adolph F. Roller, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Walter L. Howe

Adolph F. Roller (SEAL)
Sarah J. Roller (SEAL)

STATE OF KANSAS,
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 2nd day of May A. D. 1901, before me

Adolph F. Roller and Sarah J. Roller

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 2/6 1903

Walter L. Howe Notary Public

Filed for Record the 3rd day of May A. D. 1901, at 4 o'clock P. M.

H. B. D. D. D. Register of Deeds

To certify execution of said mortgage
made of 22. 1901, to mortgage
4. 1901, to mortgage
1901, to mortgage

J. C. W. Brown

Attest C. W. Thompson,
Register of Deeds.

(For assignment see Book 33 Page 586)