

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Fourth day of May in the year of our Lord, one thousand Nineteen hundred and One (1901), between Robert F. Ingalls and Olie M. Ingalls (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Benjamin H. Woodbury of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four hundred and fifty (\$450.00) 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 2d 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:

Lot number one hundred and twenty five (125) New Jersey Street in the City of Lawrence.

It is hereby agreed between the mortgagor and the mortgagee that said mortgagor may at any time before said notes mentioned in this mortgage become due pay the whole or any part of said notes and interest shall cease on the amount paid. This clause shall be void unless the conditions mentioned in this mortgage shall be kept up.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Robert F. and Olie M. Ingalls 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 Five certain Provisionary Notes this day executed and delivered by the said Robert F. & Olie M. Ingalls to the said part 2d of the second part

One for \$200.00 One for \$100.00 & three notes for \$50.00 each all being due in five years from date with interest at the rate of six percent 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 2d 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 party making such sale, on demand, to the said Robert F. & Olie M. Ingalls, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have thereto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

D. H. Meuser

Robert F. Ingalls (SEAL)

Olie M. Ingalls (SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 4th day of May A. D. 1901, before me

Robert F. Ingalls and Olie M. Ingalls (his 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 subscribed my name my hand and affixed my official seal on the day and year last above

written:

My Commission Expires Sept. 16 1904

D. H. Meuser

Notary Public

Filed for Record the 4th day of May A. D. 1901, at 3¹⁰ o'clock P.M.

H. D. Doremus Register of Deeds

In consideration of this mortgage I hereby release the same this 4th day of May 1901 Benjamin H. Woodbury

Albert G. W. Woodbury, Register of Deeds