

# MORTGAGE RECORD No. 38.

23

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Seventh day of May in the year of our Lord, one thousand Nineteen hundred and One, between William R. Atteel of the township of Clinton

of Douglas and State of Kansas, Widower of the first part, and Myron Boardman of the second part:

**Witnesseth,** That the said part is of the first part, in consideration of the sum of Thirteen hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain, sell and mortgage to the said part of 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:

The east half of the south west quarter (14) of section number twenty nine (29) in township number thirteen (13) of Range number nineteen (19) in said county and State containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do he hereby covenant and agree that at the delivery hereof he 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 Thirteen hundred dollars according to the terms of One certain Mortgage note this day executed and delivered by the said party of the first part to the said part of of the second part

Payable 5 years after date with interest at 6% after maturity or default, but in meantime and until maturity at rate of 5% semi-annually according to interest coupons there attached, privilege reserved to pay \$100 or any multiple thereof at time any interest payment falls due. 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 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 party of first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Hugh Blair

Wm. R. Atteel

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 8 day of May A. D. 1901, before me

Hugh Blair

a Notary Public in and for said County and State, came

William R. Atteel

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 added my official seal on the day and year last above

written:

My Commission Expires

28 Decr. 1901

Hugh Blair

Notary Public

Filed for Record the 8 day of May A. D. 1901, at 5 o'clock P. M.

H. Boardman

Register of Deeds

This mortgage is subject to the original instrument. The mortgagee is hereby released and the mortgagor is not discharged. As witness my hand this 24th day of September, A. D. 1901.

Mary A. Boardman.

Recorded Sept. 27 1901

E. Stille Northrup

On Assignment See Book 57 Page 156

