

MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form. SAMUEL DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 6th day of May in the year of our Lord, one thousand Nineteen
hundred and One, between Frances A. Wherry and Eli J. Wherry
her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Charles H. Jewett
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three thousand 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 y 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 southeast quarter of section No. twenty eight (28) Also lot No. three (3) or the north west fractional gr. of the southeast fractional gr. sect. No. twenty eight (28) all of above described land being in Sp. 12 South of Range 2 East of T. 6 P. M. Containing in the aggregate one hundred and thirteen (113) more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
parties of first part 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
Three thousand dollars
according to the terms of One certain Note this day executed
and delivered by the said parties of the first part to the said part y of the second part
Due in five years from date

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 y 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 y of making such sale, on demand, to the said parties of first part, their 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

Rev. Staubs 400

Frances A. Wherry (SEAL)

Eli J. Wherry (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1901, before me

John M. Spencer a Notary Public in and for said County and State, came

Frances A. Wherry and Eli J. Wherry

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 Sept. 15 1904

John M. Spencer

Notary Public

Filed for Record the 9 day of May A. D. 1901, at 9³⁰ o'clock A. M.

J. J. Solomon

Register of Deeds

The following is endorsed on original instrument
This note has been discharged having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
Witness my hand this 16th day of May A.D. 1903
Charles H. Jewett
Nancy J. Jewett

Recorded May 21st A.D. 1903
At Leavenworth
Register of Deeds
By J. C. Solomon Deputy

This following is indorsed on the original instrument.
This note pending legally having been paid in full