

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 26 day of October in the year of our Lord, one thousand nineteen hundred and one, between James F. Roe and Amelia G. Roe, his wife, of Eudora in the County of Douglas and State of Kansas, of the first part, and Shekla L. Henderson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred 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 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:

Lots number eight (8) Nine (9) Ten (10) Eleven (11) Twelve (12) and Thirteen (13) in Block number two hundred and eighteen (218) in the City of Eudora County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part s of the first part therein. And the said James F. Roe, and Amelia G. Roe do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Six hundred dollars

according to the terms of one certain promissory note this day executed and delivered by the said James F. Roe and Amelia G. Roe to the said part y of the second part

Shekla L. Henderson, payable on or before five years from date. Interest seven per cent 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 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 making such sale, on demand, to the said James F. Roe and Amelia G. Roe heirs and assigns.

IN WITNESS WHEREOF, The said part s 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

James F. Roe (SEAL.)
Amelia G. Roe (SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas - COUNTY

BE IT REMEMBERED, That on this 24 day of April A. D. 1901, before me

C. F. Richards a Notary Public in and for said County and State, came James F. Roe and Amelia G. Roe 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 my hand and affixed my official seal on the day and year last above written

My Commission Expires April 1st 1902 C. F. Richards Notary Public

Filed for Record the 8th day of May A. D. 1901, at 3²⁰ o'clock P. M.
H. A. Doorman Register of Deeds

This following is indorsed on the original instrument:
The note pending mortgage having been paid in full
this mortgage is hereby released and the lien thereof cancelled
discharged. As witness my hand this 7th day of August, A. D. 1907,
Shekla L. Henderson.

Recorded Sept. 19th 1907.
H. W. Armstrong,
Register of Deeds