MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form, BABL BODSWOETH MOK CO., LEAVENWORTH, KAN. This Indenture, Made this _ louth_day of ______ May_ _, between Mary Fray al widow woman hundred and Jul of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles C. Energy of the same place Witnesseth, That the said part of the first part, in consideration of the sum of Ino hundred and seventy five duly paid, the receipt of which is hereby acknowledged, ha sold, and by these presents do le grant, bargain, sell and mortgage heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and The pouth one hundred feet off of the north habt of the east one third of Block number forty eight (48) in west Sawrence, in the city of dawrence. with all the appurtenances, and all the estate, title and interest of the said part Wof the first part therein. And the said Mary Gray party of the first part does hereby covenant and agree that she is the lawful owner of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances and that she will warrant and desend the title to the same against all persons lawfully claiming or to claim the same and will kee to the buildings excited and to be exected in the short protless when they hundred dollars during the continuing age to secure the payment of the sum of quinning age in fact of the payment of the sum of quinning age in fact of the payment of the sum of quinning age in fact of the sum of quinning age in the payment of the sum of quinning age in the sum of quinning age certain laupan note and lew intentities day executed. according to the terms of_ to the said part of the second part Mary Gray said principal note payable five years from date with interes from date or default as evidence by corpor or intues & thereto attached and interest after maturily or default at ten per cent per on 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 W of the second part __ kis___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 Mary Gray or his. IN WITNESS WHEREOF, The said part of the first part ha A hereunto set___hth_hand_and seal_the day and year first above written. Mary Gray (SEAL) Signed, Sealed and Delivered in Presence of (SEAL.) STATE OF KANSAS, County of Porglas -country) May _A. D. 190/_, before me BE I'V REMEMBERED, That on this _ ___a Notary Public in and for said County and State, came _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 James Brooks Notary Public My Commission Expires November 4 1901 A. D. 1901, at 9 0'clock a M.

Filed for Record the_____d"__day of_