

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this twelfth day of May in the year of our Lord, one thousand nineteen hundred and one, between Christiana Thompson, and Jacob C. Thompson, her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mellie J. Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred (\$600) 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 party 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:

Begin at a point twenty rods (20) north of the south west corner of the north east quarter (1/4) of section nineteen (19) township twelve (12) Range twenty (20) east of 6 P. M. thence east eighty rods (80), thence north fifteen rods (15), thence west eighty rods (80), thence south fifteen rods (15) to place of beginning, containing seven and one half acres, 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 the 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 Six hundred dollars (\$600) according to the terms of one certain promissory note this day executed and delivered by the said Christiana Thompson and Jacob C. Thompson her husband to the said party of the second part

Said parties of first part agree to keep buildings on said premises insured in a reliable insurance company in the sum of Four hundred & fifty dollars (\$450) for benefit of party of second part or her assigns in case of loss.

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 party 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 party making such sale, on demand, to the said Christiana Thompson and Jacob C. Thompson heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Christiana Thompson (SEAL.)  
J. C. Thompson (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this twelfth day of May A. D. 1901, before me F. J. Savage a Notary Public in and for said County and State, came Christiana Thompson and Jacob C. Thompson her husband 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 Nov. 22 1902 F. J. Savage Notary Public

Filed for Record the 10<sup>th</sup> day of May A. D. 1901, at 4<sup>45</sup> o'clock P. M.  
H. A. Solomon Register of Deeds

The following is enclosed on the original instrument  
Release. The note herein described having been paid in full this mortgage  
is hereby released and the debt hereby created is changed  
As witness my hand this sixth day of February A.D. 1903.  
Attest: Mellie J. Smith.  
By H. S. Clarke, her Attorney in fact.

Recorded Feb 7-1903.  
H. A. Solomon  
Register of Deeds.