

MORTGAGE RECORD No. 38.

35

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

This Indenture, Made this 8th day of May in the year of our Lord, one thousand Nineteen hundred and one, between Emma D. Barker and George J. Barker her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Chas. W. Petrie of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy five Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha s 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 north half of Block No. Nine (9) being Lots 49 to 60 inclusive in said Block in that part of the City of Lawrence known as West Lawrence-

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emma D. Barker and George J. Barker 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 Seventy Five 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 Payable in six months interest at 6 per cent per annum.

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 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 y making such sale, on demand, to the said Emma D. Barker, her heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha s hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Emma D. Barker (SEAL.)
Geo. J. Barker (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 18 day of May A. D. 1901, before me a Notary Public in and for said County and State, came

Emma D. Barker, Geo. J. Barker
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, subscribed my name written.

My Commission Expires June 20 1902 L. S. Steele Notary Public

Filed for Record the 18 day of May A. D. 1901, at 3:00 o'clock P. M.
L. S. Steele Register of Deeds

The following is endorsed on the original instrument -
The note herein described having been paid in full this mortgage is hereby released, and the title hereby created, discharged. As witness my hand this 29 day of November A.D. 1901 - Charles W. Petrie
Albert L. Steele

Recorded Nov. 27th 1901 -
L. A. Johnson
Register of Deeds
By Albert L. Steele, Deputy.