MORTGAGE RECORD No. 38. 36 MORTGAGE Blandard Form, BANL DODSWORTH BOOK CO., LEAVESWORTH, KAN, This Indenture, Made this Eighleenth day of _____ May ____ in the year of our Lord, one thousand Mineteent hundred and Oracl (1901) ______, between Laural Jella and her husband F. N. Jella ______ Douglas and State of Kansas, of the first part, and Richard H. Carter Witnesseth, That the said part in first part, in consideration of the sum of Que hundred to_Merry_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 of the second part ______heirs and assigns, forever, all that tract or pareel of land situated in the County of Douglas, and Pot One hundred and twenty eight (128) in addition two (2) to that part of the City of Lawrence known as North Dawrence- Kansas with all the appurtenances, and all the estate, title and interest of the said part icof the first part therein. And the said Developmentenances, and all the estate, diverse of the premises, above granted, and seized of a good and indefeasible the lawful owner of the premises, above granted, and seized of a good and indefeasible ____ do ____ hereby covenant and agree that at the delivery hereof 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 One hundred dollars and interest cortain promissory note and eight as a vecented Que and delivered by the said _____ Laura filla and F. N. fella to to and payable at Merchants national Bank of Lawrence stan-____ to the said part W of the second part orele 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 wof the second part hes 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 Lauraffellal, and F.K. gella 2 IN WITNESS WHEREOF, The said parties of the first part ha Neherennto set their hand and seal the day and year first above written. heirs and assigns. Laura filla (SEAL.) Signed, Sealed and Delivered in Presence of F. R. Jella _(SEAL.) J. P. Kenyow _(SEAL.) STATE OF KANSAS, Douglas COUNTY) _____A. D. 1901, before me May BE IT REMEMBERED, That on this a Notary Public in and for said County and State, came Laura filla and her husband F. K. fella EL.S. 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 iny hand and affixed my official seal on the day and year last above J. T. Mereyow Notary Public July 28_ 1901_ My Commission Expires ____ May____A. D. 1901_, at ______ o'clock_U.M. day of ... Filed for Record the excuace Register of Deeds

Hor Released See Book 62 Page 5-45.