

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 11 day of May in the year of our Lord, one thousand 1901 hundred and 01, between Ida H. Haworth and E. Haworth her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary F. Gleason of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty three hundred and fifty seven <sup>00</sup>/<sub>100</sub> 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 of 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 numbered One (1) and sixteen (16) and the north two thirds (2/3) of Lot Two (2) and fifteen (15) in Block number Ten (10) Babcocks enlarged Addition to City of Lawrence.

This mortgage is given to secure the payment of a portion of the purchase money for said above described premises.

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 Twenty three hundred & fifty seven <sup>00</sup>/<sub>100</sub> according to the terms of Five certain promissory notes this day executed and delivered by the said Ida H. and E. Haworth to the said part of of the second part Payable \$500 on the first day of May 1902-1903-1904 and 1905 and 357 <sup>00</sup>/<sub>100</sub> on May 1<sup>st</sup> 1906.

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 of 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 of making such sale, on demand, to the said Ida H. Haworth - her 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 Rev. Stamps Ida H. Haworth (SEAL) E. Haworth (SEAL)

STATE OF KANSAS, } ss. Douglas COUNTY

BE IT REMEMBERED, That on this 11 day of May A. D. 1901, before me a Notary Public in and for said County and State, came Ida H. Haworth and E. Haworth 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 Jan'y 14 1903 Alfred Whitman Notary Public

Filed for Record the 31 day of May A. D. 1901, at 10 o'clock A. M. H. H. Saxman Register of Deeds

For Release in Book 62 Page 545.  
(Assignee in Book 41 Page 13)  
(Assignee in Book 39 Page 248)  
(Assignee in Book 41 Page 13)