MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. This Indenture, Made this Fifteenth day of ____ in the year of our Lord, one thousand Hineleen May _, between John Barber and arrabella O. Barber, his winfel hundred and Pre Douglas and State of Kansas, of the first part, and Q. A. Kenneyof the second part: Witnesseth, That the said part read of the first part, in consideration of the sum of aught hundred Dollars, to Mund duly paid, the receipt of which is hereby acknowledged, ha NE sold, and by these presents do grant, bargain, sell and mortgage to the said part W 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 south half of Lot No and hundred and one (101) rentucky Street in the City of Sawrince. Il Grantos herein agree to maintain insurance to the amount of eight hundred dollars on said property for the bruefit of the party of the second part or assigns. with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part _____ do ____ hereby covenant and agree that they are the lawful owner of the premises, above granted, and seized of a good and indefeasible at the delivery hereof ____ estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said second part his heirs orassignoforwer against all perconstant eller. This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars_ certain _____Mortgage note this day executed ____ according to the terms of _____ parties of the first part____ ____to the said part for the second part and delivered by the said _____ Due in 5 years from date, with interest from date to maturily as evidenced by couport attached there to and interest after mathrily or default at the rate of 10 % per annulu until fully fraid in cash or by Sheriff's Deed and 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 \mathcal{M} of the second part <u>wis</u> 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 W making such sale, on demand, to the said parties of the girst part, their, heirs and assigns.() IN WITNESS WHEREOF, The said part woof the first part ha Wehereanto set Sheir hand and seals the day and year first above written. John Barber (SEAL.) Signed, Sealed and Delivered in Presence of arrabella P. Barber _(SEAL.) - Rouis F. Selig (SEAL.) STATE OF KANSAS, County of Douglas COUNTY) May __A. D. 1 /e/_, before me 16_ day of_ BE IT REMEMBERED, That on this _ _ a Notary Public in and for said County and State, came John Barber and arrabella Barber _ to me personally known to be the same hisroite person Jwho executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and appred my official seal on the day and year last above 13 lewrittens Louis F. Selig 1901_ Lev-Notary Public My Commission Expires _ _ A. D. 1901, at_S_o'clock_P.__M. Filed for Record the ______ day of ______ May. Al Dorman Register of Deeds

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