

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this Thirteenth day of May in the year of our Lord, one thousand Twelve hundred and One, between C. M. Brown (a single man) of the County of \_\_\_\_\_ and State of Kansas, of the first part, and H. M. Lindley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred and fifty Dollars, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 west quarter (1/4) of the southeast quarter (1/4) of section Ten (10) Township Thirteen (13) Range Twenty (20) Containing Forty (40) 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 C. M. Brown 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 Seven hundred and fifty dollars according to the terms of two certain Notes of \$25 each this day executed and delivered by the said C. M. Brown to the said part of of the second part his heirs or assigns

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 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 of making such sale, on demand, to the said C. M. Brown heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written. Signed, Sealed and Delivered in Presence of C. M. Brown (SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 16 day of May A. D. 1912, before me a Notary Public in and for said County and State, came C. M. Brown



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 April 15 1913

John M. Newlin Notary Public

Filed for Record the 23 day of May A. D. 1912, at 9:50 o'clock A. M.

H. H. Foxman Register of Deeds

This following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released, and the lien thereon is hereby discharged.  
As witness my hand this 24th day of March A.D. 1903.  
J. J. Lindley

Recorded March 24th A.D. 1903  
J. C. Lawrence  
Dep. Reg. of Records

Assigned see Book 34 page 103