

MORTGAGE RECORD No. 38.

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

This Indenture, Made this twenty ninth day of May in the year of our Lord, one thousand nine
hundred and one, between L. H. Ptefish a single man
of Clinton Township in the County of

Douglas and State of Kansas, of the first part, and
Charles C. Emery of Lawrence Kansas of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Two hundred Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he do 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:

Commencing at low water mark on the west Bank of the Wakarusa Creek in the
north east quarter (1/4) of section number eighteen (18) in township number thirteen
(13) of Range number nineteen (19) East of the 6th P.M. Thence running westerly
along the south side of the Lawrence and Emporia State road two hundred and
forty eight (248) feet, Thence nearly south two hundred and thirty one (231) feet.
Thence easterly to the said Creek. Thence up said creek to the place of beginning,
containing one and one third (1 1/3) Acres more or less. It being the premises hereto-
fore conveyed by Abel Yates to Benjamin Powell, Recorded in Book "C" at page 374.
Deed records of Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

L. H. Ptefish does hereby covenant and agree that
at the delivery hereof he is 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, and that he will maintain insurance on the buildings
erected and to be erected on said premises in favor of the Mortgagee or his assigns in the sum of
three hundred dollars during the continuance of this mortgage. This Grant is intended as a Mortgage to secure the payment of the sum of

Two hundred dollars
according to the terms of One certain Mortgage note and six coupon interest notes this day executed
and delivered by the said L. H. Ptefish to the said part of of the second part

The principal note payable three years after date with interest from date to maturity or default as evidenced
by coupon interest notes attached thereto and interest after maturity or default at the rate of ten percent per
annum payable at the Merchants National Bank Lawrence Kansas.

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 L. H. Ptefish his
heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha do hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

L. H. Ptefish (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 31st day of May A. D. 1901, before me
a Notary Public in and for said County and State, came

L. H. Ptefish

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 November 4 1901

James Brooks

Notary Public

Filed for Record the 31 day of May A. D. 1901, at 11²⁰ o'clock A. M.

G. H. Doorman

Register of Deeds

The following is endorsed on the original instrument -
This note herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created, discharged.
may be released this 20th day of February A.D. 1902. Charles C. Emery
Agent, James Brooks

Recorded Feb. 20th 1902
By J. H. Doorman,
Register of Deeds,
By Billie B. Doorman, Deputy.

The following is endorsed on the original instrument
Release, the note herein described having been paid in full
Release, H. H. Doorman is hereby released and the lien thereby