

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Fifteenth day of June in the year of our Lord, one thousand Nineteen hundred and One, between Harry Sedgwick and F. L. Sedgwick, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John Sedgwick of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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 y 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:

Beginning at the southeast corner of the north west fractional quarter of section number nineteen 19 in township number twelve 12 South of Range number Twenty 20 East, thence north two hundred and seventy five 275 feet, thence west six hundred and twenty two 622 feet to the right of way of the Union Pacific Railroad Company, thence west one hundred 100 feet across said Right of Way, thence west one hundred and sixty four 64 feet to the Kansas River, thence south along the River bank two hundred and seventy five 275 feet, thence east one hundred and fifty five 155 feet to said Rail Road Right of Way, thence east one hundred 100 feet across said Right of Way, thence east six hundred and forty one 641 feet to the place of beginning, containing five 5 acres exclusive of the said Rail Road Right of Way.

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 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 Three hundred and fifty dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said Harry Sedgwick and F. L. Sedgwick to the said part y of the second part

Due and payable on or before two years after date, Value received, at the Lawrence National Bank, Lawrence Kansas, with interest at six percent per annum.

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 y 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 y making such sale, on demand, to the said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

D. H. Corser

Harry Sedgwick (SEAL.)

F. L. Sedgwick (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 15th day of June A. D. 1901, before me

D. H. Corser

a Notary Public in and for said County and State, came

Harry Sedgwick and F. L. Sedgwick

himself 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 26th 1905

D. H. Corser

Notary Public

Filed for Record the 17th day of June A. D. 1901, at 9⁵⁵ o'clock A. M.

H. H. Coxman Register of Deeds

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created is discharged.
 As witness my hand this 30th day of August, A.D. 1902.
 J. H. Sopman, Deputy Register of Deeds

Recorded - Aug - 30 - 1902 -
 J. H. Sopman, Deputy Register of Deeds