

MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form. BAWL DODD WORTH BROS CO., LEAVENWORTH, KAN.

This Indenture, Made this 14th day of June in the year of our Lord, one thousand Nine
hundred and One, between George H. Smith, and Minnie E. Smith, his wife
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and H. S. Patrick of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Thirty Seven and 50/100

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 if 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:

Lot number Ninety one (91) Vermont Street, Lawrence, Douglas County, Kansas.

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

do hereby covenant and agree that at the delivery hereof parties of the first part
they are the lawful owners of the premises, above granted, and seized of a good and indefeasible

estate of inheritance therein, free and clear of all incumbrances except one certain mortgage of even date herewith
given for \$750.00 to Marguerite M. Schwarz.

This Grant is intended as a Mortgage to secure the payment of the sum of

Thirty seven and 50/100

Dollars

according to the terms of one certain promissory note this day executed

and delivered by the said parties of the first part to the said part if of the second part

and payable according to terms of said note

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

IN WITNESS WHEREOF, The said parties of the first part have thereto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. H. Smith

(SEAL)

Mrs. Minnie E. Smith

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 17th day of June A. D. 1901, before me

George H. Smith, and Minnie E. Smith

his wife

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 Nov. 4th 1901

James Brooks

Notary Public

Filed for Record the 18th day of June A. D. 1901, at 11²⁵ o'clock A. M.

H. S. Patrick

Register of Deeds

The following is endorsed on the original instrument: This note herein described having been paid in full, this instrument is hereby cancelled and the same is returned to the lender.