

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME, DODDSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 17th day of June in the year of our Lord, one thousand Nineteen hundred and One, between Samuel C. Price and Martha A. Price, his wife, of the township Douglas and State of Kansas, of the first part, and Fanny Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred 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 party of the second part her 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 the north west corner of the north west quarter of section Twenty-five (25) in township Fourteen (14) of Range Nineteen (19), thence south One hundred & twenty-five & five-sevenths (125 5/7) rods, thence east Seventy (70) rods, thence north thirty-two & five-sevenths (32 5/7) rods, thence east ninety (90) rods, thence north ninety-three (93) rods, thence west One hundred & sixty (160) rods to place of beginning containing 107 5/16 Acres.

with all the appurtenances, and all the estate, title and interest of the said part 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 owners 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 Six hundred Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part Payable on 1st Oct. 1904 according to terms of said note and coupons thereto attached.

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 party of the second part her 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 party making such sale, on demand, to the said parties of the first part, their heirs and assigns. Privilege reserved to pay 500 or any multiple on account of principal at time any interest falls due.

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 Jennie Watt Samuel C. Price (SEAL) Martha A. Price (SEAL)

STATE OF KANSAS, Douglas COUNTY ss.

BE IT REMEMBERED, That on this 17th day of June A. D. 1901, before me a Notary Public in and for said County and State, came Samuel C. Price and Martha A. Price 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 30th Nov. 1904 Jennie Watt Notary Public

Filed for Record the 18th day of June A. D. 1901, at 4 o'clock P. M. H. A. Newman Register of Deeds

The following is endorsed on the original instrument of the note herein described having been paid in full this mortgage is hereby released, and the hereinabove created, discharged, As required by law the first day of April, A.D. 1904 Fanny Bergman, Hugh Blair.

