

# MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAMUEL BODENWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 22<sup>nd</sup> day of June in the year of our Lord, one thousand seven hundred and one, between Mary E. Powell, a widow, of the City

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

**Witnesseth,** That the said part y of the first part, in consideration of the sum of Sixteen hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es 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:

Lot number one hundred and seventy-five (175) on Tennessee street in the City of Lawrence in said county and state

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Mary E. Powell doth hereby covenant and agree that at the delivery hereof she 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

This Grant is intended as a Mortgage to secure the payment of the sum of Sixteen hundred according to the terms of one certain Mortgage note this day executed and delivered by the said Mary E. Powell to the said part y of the second part

Payable three years after date with interest thereon according to the 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 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 cost 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 Mary E. Powell, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Jessie Watt Mary E. Powell (SEAL.)

STATE OF KANSAS, Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of June A. D. 1901, before me Mary E. Powell, a widow, a Notary Public in and for said County and State, came 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 subscribed my name set my hand and affixed my official seal the day and year last above written.

My Commission Expires 24<sup>th</sup> Mch. 1904 Jessie Watt Notary Public

Filed for Record the 24<sup>th</sup> day of June A. D. 1901, at 11 o'clock A. M. H. H. H. H. H. Register of Deeds

The following is endorsed on the original instrument. The said herein described having been paid in full this mortgage is hereby released. And the lien thereby created discharged. As Witness my hand this 18<sup>th</sup> day of June A. D. 1904. Frank Miller.

(Assigned See Book 37 Page 603)

Recorded July 23<sup>rd</sup> 1904. W. W. Wright, Jr., Register of Deeds.