

# MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 24<sup>th</sup> day of June in the year of our Lord, one thousand nine hundred and one, between Minnie Bellis of Chilton in the County of Douglas and State of Kansas, of the first part, and Samuel Ruch of the second part:

**Witnesseth**, That the said part of of the first part, in consideration of the sum of Sixty dollars **Dollars**, to her duly paid, the receipt of which is hereby acknowledged, ha x sold, and by these presents do as 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:

Beginning sixteen (16) feet west of the north east quarter of section twenty-two (22) township thirteen (13) Range eighteen (18), thence south one hundred and ninety six feet (196) thence west five hundred and sixty four (564) feet, thence north one hundred and ninety six (196) feet, thence east five hundred and sixty four (564) feet to place of beginning, in the north east quarter, being lots forty five (45) and forty six (46) in Block eight (8) and lots one (1) to six (6) in Block nine (9) in the town of Chilton, vacated.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party do as 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 Sixty dollars according to the terms of one certain promissory this day executed and delivered by the said Minnie Bellis to the said part of of the second part

Said note bearing interest at the rate of 7 percent per annum, payable three years after date.

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 cost 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 heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha x hereunto set her hand and seal the day and year first above written. Signed, Sealed and Delivered in Presence of Minnie Bellis (SEAL.)

STATE OF KANSAS, County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of June 1901, before me Gertrude Standing a Notary Public in and for said County and State, came Minnie Bellis 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 July 3 1903 Gertrude Standing Notary Public

Filed for Record the 24<sup>th</sup> day of June A. D. 1901, at 3<sup>10</sup> o'clock P. M. W. J. ... Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 24<sup>th</sup> day of June 1901 Samuel Ruch

Arthur G. W. Cunningham, Register of Deeds.