

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 25<sup>th</sup> day of June in the year of our Lord, one thousand Nineteen hundred and one, between Amanda S. Martin and H. S. Martin her husband of North Lawrence a part 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 parties of the first part, in consideration of the sum of Two 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 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:

Lot number twenty-two (22) in Addition number five (5) in North Lawrence a part of the City of Lawrence-

with all the appurtenances, and all the estate, title and interest of the said parties 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 Two 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 five years after date to order of party of second part with interest in meantime according to coupons attached to said note & after maturity or default until paid.

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 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 party 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 hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Hatt

Amanda S. Martin (SEAL.)  
H. S. Martin (SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of June A. D. 1901, before me Jennie Hatt a Notary Public in and for said County and State, came Amanda S. Martin and H. S. Martin her husband 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 30<sup>th</sup> Mch. 1904 Jennie Hatt Notary Public

Filed for Record the 25<sup>th</sup> day of June A. D. 1901, at 11<sup>20</sup> o'clock A. M.  
H. S. Martin 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 thereby created discharged. As witness my hand this 25<sup>th</sup> day of June, A. D. 1901  
Jennie Hatt  
Hugh Blair

Recorded July 28 1901  
Douglas County  
Geo. C. Moberg Register of Deeds