

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 26th day of June in the year of our Lord, one thousand Nineteen hundred and One, between J. B. Wood and Diantha Wood husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Emma R. Briggs of the second part:

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

North east quarter of the south west quarter of south east quarter of section One (1) Township Thirteen (13) South of Range Nineteen (19), East of the 6th P.M. less the west half acre of said tract, the land thereby mortgaged, containing nine and one half (4 1/2) acres.

Note duly stamped-

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. B. Wood and Diantha Wood 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 Eight hundred dollars according to the terms of one certain promissory note this day executed

and delivered by the said J. B. Wood and Diantha Wood to the said part y of the second part Payable one year after date with interest from date until paid at the rate of six per cent per annum.

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 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 part y making such sale, on demand, to the said J. B. Wood and Diantha Wood, their heirs and assigns.

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

Geo. A. Banks

J. B. Wood

(SEAL.)

Diantha Wood

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 27th day of June A. D. 1901, before me Geo. A. Banks a Notary Public in and for said County and State, came J. B. Wood and Diantha Wood husband and 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 subscribed my name set my hand and affixed my official seal the day and year last above written:

My Commission Expires Nov. 27 1904

Geo. A. Banks

Notary Public

Filed for Record the 27th day of June A. D. 1901, at 9⁵⁰ o'clock A. M.

H. A. Doorman

Register of Deeds

*The following is endorsed on the original instrument -
This note herein described having been paid in full, this mortgage is hereby released, and the few hereby created, discharged.
As witness my hand this 1st day of July, A.D. 1901. Emma R. Briggs*

*Recorded - July 1st 1902 -
J. A. Doorman,
Register of Deeds.
By Billie B. Doorman,
Deputy.*