

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 27th day of June in the year of our Lord, one thousand nine hundred and one, between William Gibson and Celia E. Gibson his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. D. Bowersock of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 three (3) in section twenty four (24) in township number twelve (12) of Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said William Gibson and Celia E. Gibson 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 One Thousand Dollars according to the terms of One certain promissory note this day executed and delivered by the said William Gibson to the said part of of the second part Payable in three years from the date hereof

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 costs 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 William Gibson, his 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

Wm. Gibson (SEAL.)
Celia E. Gibson (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 27th day of June A. D. 1901, before me M. Summerfield a Notary Public in and for said County and State, came William Gibson and Celia E. Gibson 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Febr. 5 1905 M. Summerfield Notary Public

Filed for Record the 28th day of June A. D. 1901, at 10 o'clock A. M.
W. B. Bowersock 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 said Realty created discharged. As witness my hand and seal this 10 day of Sept. 1. A.D. 1901 - J. D. Bowersock.

Recorded Sept. 10 - 1901 -
W. B. Bowersock
Register of Deeds -
By William B. Bowersock -
Deputy -