

MORTGAGE RECORD No. 38.

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

This Indenture, Made this fifth day of July in the year of our Lord, one thousand nine hundred and One between William H. Sheets, an unmarried man, of Douglas in the County of

Douglas and State of Kansas, of the first part, and C. H. Spencer of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of One thousand and (\$1000) Dollars,

to him 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 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: The south half of the south-east quarter (1/4) of section ten (10) Township thirteen (13) South 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 H. Sheets do es hereby covenant and agree that at the delivery hereof he 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 One Thousand Dollars according to the terms of One certain promissory note this day executed and delivered by the said William H. Sheets to the said part of of the second part

C. H. Spencer, for the sum of one thousand dollars, said note drawing seven per cent. interest, payable annually from date thereof

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 William H. Sheets, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Fred A. Clarke

William H. Sheets (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 5 day of July A. D. 1901, before me

A. V. Sharpe

a Notary Public in and for said County and State, came

William H. Sheets

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 at my hand and affixed my official seal on the day and year last above written.

My Commission Expires Oct. 1 1904

A. V. Sharpe

Notary Public

Notary Public

Filed for Record the 5 day of July A. D. 1901, at 7:45 o'clock P. M.

W. H. Dodsworth

Register of Deeds

The following is enclosed, on the original instrument -
This note having been paid in full, this mortgage
is hereby released, and the same hereby created discharged. At witness
my hand this fifth day of January A.D. 1902 - C. H. Spencer -

Recorded Jan. 16th 1902
By W. H. Dodsworth
Register of Deeds
County of Douglas, Deputy.

The note herein described having been paid in full
this mortgage is hereby released. And the fee thereon