

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this first day of July in the year of our Lord, one thousand thousand hundred and one, between Effie Scott Franklin and Edward C. Franklin her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anne R. Pugh of Aurora in the State of New York, of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of One thousand five 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 if 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:

*The west one half of the following described parcel of land, viz. commencing at the south west corner of Quincy and Ohio streets in the City of Lawrence, running thence west along the south side of said Quincy street two hundred and fifty (250) feet; thence south seventy five (75) feet; thence east on a line parallel with Quincy street two hundred and fifty (250) feet to the west side of Ohio street; thence north along the west side of Ohio street seventy five (75) feet to the place of beginning (being seventy five (75) feet front west on Louisiana street and one hundred and twenty five (125) feet along Quincy street and on the south east corner of said streets, in 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

*Said first parties agree to maintain insurance on said premises for benefit of said second party to the amount of one thousand dollars in addition to \$500 previously provided for.* This Grant is intended as a Mortgage to secure the payment of the sum of

One thousand five hundred dollars according to the terms of one certain promissory note this day executed

and delivered by the said parties of the first part to the said part if of the second part

*payable in monthly installments on the first day of each and every month.*

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 if 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 if 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Effie Scott Franklin (SEAL.)  
Edward C. Franklin (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas COUNTY ss.

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

Effie Scott Franklin and Edward C. Franklin  
wife and 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 subscribed my name set my hand and affixed my official seal on the day and year last above

written: Oct. 24 1902 Willie R. Folles Notary Public

My Commission Expires

Filed for Record the 8<sup>th</sup> day of July A. D. 1901, at 10<sup>15</sup> o'clock A. M.

R. J. Soreman Register of Deeds

*This note has been described having been paid in full. This mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 27<sup>th</sup> day of April, A.D. 1904.*

*Recorded April 28<sup>th</sup> 1904. Will Armstrong, Register of Deeds.*

