MORTGAGE RECORD No. 38. 70 MORTGAGE Standard Form, SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. This Indenture, Made this <u>to</u> day of <u>fuly</u> in the year of our Lord, one thousand Mineteen hundred and Bud <u>bud</u>, between George B. Castle and Lewora Castle his wife of 'Morth Lawrence, afart of the city <u>of</u> <u>to Blink</u> Douglas and State of Kansas, of the first part, and Hugh Blain of the second part: Witnesseth, That the said part ied of the first part, in consideration of the sum of Two hundred and sevenly firs to the said part of the second part ______ heirs and assigns, forever, all that tract or pareel of land situated in the County of Douglas, and Lots numbered one hundred and sevenly seven (177) and one hundred and sevenly nine (179) on Locust Street, in block number four (4) in that part of the City of Lawrence known as North Lawrence, being the houestead of parties of first part_ with all the appurtenances, and all the estate, title and interest of the said part ierof the first part therein. And the said parties of the first do _ hereby covenant and agree that the lawful owner of the premises, above granted, and seized of a good and indefeasible they are at the delivery hereof 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 Swohundred and seventy five dollars according to the terms of _____ Certain _____ Certain _____ Molgage note _____ this day executed ______ and delivered by the said ______ farties of the first part _____ to the said part of the second part Payable three years after date with interst in meantime according to conforms attached to said note and after maturity or default at rate of rope, privilegy reserved to pay in full at end of two years of when sender autorial interest of allo due the fourthe Unter, and this conveyance shall be void it such payments be made as herein specified. But it 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 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 party of the first part, their, IN WITNESS WHEREOF, The said part into the first part ha Whereunto set Meet's hand And seal I the day and year first above written. heirs and assigns. Geo. B. Castle ___(SEAL.) ____ Leveral Castle (SEAL) Signed, Sealed and Delivered in Presence of Jennie Hatt _(SEAL.) STATE OF KANSAS, Douglas_COUNTY (______ day of ______ A. D. 1 gal, before me BE IT REMEMBERED, That on this Jennie Halt a Notary Public in and for said County and State, came Ogeorge 73. Castle and Lenora Castle his wife 6000203. __to me personally known to be the same 0.2.3 ees person Wwho 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 scal on the day and year last above written. My Commission Expires _____ 30" "Mich __ 1904_____ Jenniel Hatt ______ Notary Public Filed for Record the ______ day of _____ July _____ A. D. 1901 at # 20 o'clock ______M. Alloximan Register of Deede