

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 3 day of July in the year of our Lord, one thousand Nineteen hundred and One, between Amos G. Hommold, an unmarried man, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and L. W. Todd of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Five hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha x sold, and by these presents do es grant, bargain, sell and mortgage to the said part y 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:

Beginning at the intersection of the south line of Warren street in the City of Lawrence with the east line of Illinois street produced south from the City of Lawrence, thence running east on the south line of Warren street 117 feet, thence south 230 feet more or less to an alley; thence west 117 feet, to the east line of said Illinois street produced, thence north 230 feet more or less to beginning, being the west 117 feet of Lot No. 1 of Christian's Sub-division of Block No. 10 of Davis Second Addition to the City of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Amos G. Hommold do th 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 Five hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said Amos G. Hommold to the said part y of the second part

Payable eighteen months after date with interest thereon according to the terms of said note & coupons thereto attached.

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 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 y making such sale, on demand, to the said party of first part, his, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Amos G. Hommold (SEAL.)
Hugh Blair (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 3 day of July A. D. 1901, before me a Notary Public in and for said County and State, came

Amos G. Hommold an unmarried man 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 the day and year last above written.

My Commission Expires 28th Decr. 1901 Hugh Blair Notary Public

Filed for Record the 8th day of July A. D. 1901, at 4³⁰ o'clock P. M.
L. W. Todd Register of Deeds

*The following is endorsed on original instrument:
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereon is discharged.
Attest my hand and the seal of my office
this 14th day of January A.D. 1903
L. W. Todd
Reg. of Deeds
Attest:
Edgar H. Wilcox
Recorded Jan 14th 1903.
A. W. Roberts, Org.*

