MORTGAGE RECORD No. 38.

MORTGAGE Standard Form, SAML DODSWORTH BOOK CO., LEAVESWORTH, KAN. _ in the year of our Lord, one thousand Hereteen This Indenture, Made this ______ July _____day of ____ _____ day of ______ In the year of our thing myers ______ in the year of and his wife, alice B. Myers _______ in the County of ______ In the County of hundred and Auc Douglas and State of Kansas, of the first part, and J. S. Hilson of the second parts Witnesseth, That the said part les of the first part, in consideration of the sum of Eight hundred to Micery_duly paid, the receipt of which is hereby acknowledged, ha we sold, and by these presents do grant, bargain, sell and mortgage to the said part Mof the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and 100 - C. B. 1703. Dot eight (8) and south thirty find feet (35) of Lot mine (9) in Block thirteen (13) in Babcocks Eularged addition to the City of Lawrence, Douglas County pransas with all the appartenances, and all the estate, title and interest of the said partice of the first part therein. And the said_ paylies of the first part _____ do _____ hereby covenant and agree that the lawful owner S of the premises, above granted, and seized of a good and indefeasible that they_ at the delivery hereof _____ estate of inheritance therein, free and clear of all incambrances . This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars Froe, each, certain promisiory notes of this day executed and delivered by the said E. E. Myers and alice B. Myers ______ to the said part of the second part ind fayable in one and two years after date with six per cent interest fayable livo anually. 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 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 parties of the first part, their, heirs and assigns IN WITNESS WHEREOF, The said part woof the first part hand whereunto set Their hand and seal the day and year first above written. 6. 6. myers _(SEAL.) Signed, Sealed and Delivered in Presence of alico B. Myers _(SEAL.) (SEAL.) STATE OF KANSAS, Douglas_COUNTY Ss. _A. D. 1901 , before me fully day of _ BE IT REMEMBERED, That on this Notary Public in and for said County and State, came O.C. Myers and alice B. Myers 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 set my hand and affixed my official seal on the day and year last above -fuly_28_1903_ My Commission Expires July____A. D. 1901 ,at 8th o'clock_a.__N. Filed for Record the _____ day of _____ It Stopmend Register of Deeds

72