

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 8th day of July in the year of our Lord, one thousand Two hundred and One, between Arnold Hamming and Carrie Hamming, his wife, of Leavenworth the County of Leavenworth and State of Kansas, of the first part, and Isaphine P. Stranger, second, and Antoinette P. Stranger, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5000.00) 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 parties of the second part their 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:

All that portion of the south east quarter of sec. No. 21, in Township No. 12, South, of Range No. 20, east lying north of the right-of-way of the Union Pacific Railway and east of the right-of-way of the Leavenworth Branch of the Union Pacific Railway, containing 26 ⁴⁰/₁₀₀ acres more or less, excepting however a right-of-way 26 feet wide along the north side thereof. Also beginning at the south east corner of sec. No. 21, aforesaid, thence running west 58 ⁴/₁₀₀ rods, thence north 42 ⁵⁶/₁₀₀ rods to Union Pacific Railway; thence along said Railway to place of beginning. Also the following in Leavenworth County, Kansas:- The west 70 acres of the south west quarter of Sec. No. 22, in Township No. 12 South of Range No. 20 east: less Railroad.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Arnold Hamming and Carrie Hamming do hereby covenant and agree that at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second parties, their heirs or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Five Thousand dollars

according to the terms of One certain Note this day executed and delivered by the said Arnold Hamming and Carrie Hamming to the said parties of the second part

Due in ten years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's Deed. 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 parties of the second part their 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 party making such sale, on demand, to the said Arnold Hamming, his 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

Arnold Hamming (SEAL)

Carrie Hamming (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss. COUNTY

BE IT REMEMBERED, That on this 18th day of July A. D. 1901, before me

Joseph E. Riggs a Notary Public in and for said County and State, came

Arnold Hamming and Carrie Hamming

his wife 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:

My Commission Expires March 29 1904

Joseph E. Riggs Notary Public

Filed for Record the 18th day of July A. D. 1901, at 11⁵⁵ o'clock A. M.

H. H. Foxmead Register of Deeds