

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Fourth day of June in the year of our Lord, one thousand Nine hundred and one, between C. J. Gribble and May Gribble his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs J. E. Parks of Lawrence, Douglas Co. Kansas of the second part:

**Witnesseth,** That the said party of the first part, in consideration of the sum of Three hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lots Thirty (30) and thirty one (31) Vermont street, Second addition to North Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. J. Gribble and May Gribble his wife do es 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 except our mortgage of Four (4) hundred dollars, running to Lewis Selig

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said C. J. Gribble to the said party of the second part J. E. Parks

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 party of the second party 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 party making such sale, on demand, to the said C. J. Gribble, May Gribble, their heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part ha ve hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

C. J. Gribble (SEAL)  
Mrs May Gribble (SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas } ss.  
COUNTY

BE IT REMEMBERED, That on this 4<sup>th</sup> day of June A. D. 1901, before me John M. Spencer a Notary Public in and for said County and State, came C. J. Gribble and May, 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 set my hand and affixed my official seal on the day and year last above written:  
My Commission Expires Sept. 15 1904 John M. Spencer Notary Public

Filed for Record the 19<sup>th</sup> day of July A. D. 1901, at 2<sup>o</sup> o'clock P. M.  
H. J. Foxmead Register of Deeds