

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 22nd day of July in the year of our Lord, one thousand Nine hundred and One, between Willard H. Perry and Bettie B. Perry, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. M. Brewer, of the same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred (\$500) 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 party 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:

lots Nos. Thirteen (13) and Fourteen (14), and the south fifteen feet of Lot No. Fifteen (15) all in Block No. Nine (9), of Lane Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Willard H. Perry and Bettie B. Perry 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 except one mortgage of eight hundred (\$800) recorded in Book 36 Page 257

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred (\$500) Dollars according to the terms of One certain Note this day executed and delivered by the said Willard H. Perry and Bettie B. Perry to the said party of the second part Due on or before July 22, 1904, payable in equal installments of \$15 per month, with interest at the rate of 6% per annum

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 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 party making such sale, on demand, to the said Willard H. Perry, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Willard H. Perry (SEAL.)
Bettie B. Perry (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 22nd day of July A. D. 1901, before me Willard H. Perry and Bettie B. Perry, his wife, a Notary Public in and for said County and State, came 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. 29 1903 Nellie Benjamin Notary Public

Filed for Record the 22 day of July A. D. 1901, at 4⁵⁰ o'clock P. M.
J. M. Brewer Register of Deeds

(For Release see Book 33 Page 556)