

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Twenty-fifth day of May in the year of our Lord, one thousand Nineteen hundred and One, between Peter Brubaker and Elizabeth Brubaker (wife) of Pleasant Grove in the County of Douglas and State of Kansas, of the first part, and Julius F. Dixon of the second part:

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Two hundred and fifty 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 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:

Begin at the south east corner of north west quarter (14) of section fifteen (15) Township fourteen (14) South of Range nineteen E. Thence north fifty three and third (53 1/3) rods west forty (40) South fifty three and third (53 1/3) rods East forty (40) rods to beginning Also the east 20 acres of the south half (1/2) of the north west quarter (14) of section fifteen (15) Township fourteen (14) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Peter Brubaker and Elizabeth Brubaker 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

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of one certain Note and six coupons this day executed and delivered by the said Peter Brubaker and Elizabeth Brubaker to the said party of the second part her heirs or assigns

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 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 of making such sale, on demand, to the said Peter Brubaker 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

Peter Brubaker (SEAL.)  
Elizabeth Brubaker (SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
Douglas COUNTY }

BE IT REMEMBERED, That on this 20<sup>th</sup> day of May A. D. 1901, before me a Notary Public in and for said County and State, came

Peter Brubaker and Elizabeth Brubaker 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 the day and year last above written.

My Commission Expires April 23 1903 John M. Newlin Notary Public

Filed for Record the 24<sup>th</sup> day of July A. D. 1901, at 2<sup>25</sup> o'clock P. M.  
W. J. Foxman Register of Deeds

The following is endorsed on the original instrument -  
My note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. W. J. Foxman, Register of Deeds, Douglas Co., Kas., July 24, 1901.

Recorded Nov. 28, 1901 -  
W. J. Foxman, Register of Deeds, Douglas Co., Kas., July 24, 1901.