

# MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KATH. BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Tenth day of July in the year of our Lord, one thousand Nineteen  
hundred and One, between Susan M. Hoadley and D. L. Hoadley (Husband)  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Julia Dixon  
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Six 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 part y 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:

Lot one hundred and seventy five (175) on Vermont Street in the City of Lawrence  
Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said  
Susan M. Hoadley and D. L. Hoadley 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  
Six hundred dollars  
according to the terms of One certain Note and ten coupons this day executed  
and delivered by the said Susan M. Hoadley to the said part y 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 part y 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 part y making such sale, on demand, to the said Susan M. Hoadley  
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

Susan M. Hoadley (SEAL)  
D. L. Hoadley (SEAL)  
(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of July A. D. 1901, before me  
a Notary Public in and for said County and State, came

Susan M. Hoadley and D. L. Hoadley

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 April 18 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.

H. J. Foxman Register of Deeds

The following is a copy of the original instrument  
of the Note, Mortgage and Ten Coupons, all  
this Mortgage is hereby released, and the  
Chancery. Do with my hand this 1<sup>st</sup> day of September  
A.D. 1901

Recorded Dec 13<sup>th</sup> 1901  
A. W. Armstrong  
Register of Deeds