

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Ninth day of August in the year of our Lord, one thousand thousand hundred and One, between James H. Brown and Maria Brown, his wife, of North Lawrence in the County of Douglas and State of Kansas, of the first part, and Stella Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred 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 part of 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:

Beginning twenty (20) rods west from the southeast corner of the south west quarter of the north west quarter, section twenty-nine (29) in Township twelve (12) Range twenty (20), thence north to right of way of Railroad, thence west along right of way six (6) rods, thence south to south line of said quarter section, thence east along Maple street six (6) rods to place of beginning, containing one half (1/2) acre more or less, and being in Addition No. Seven (7) to that part of the City of Lawrence known as North Lawrence in said county and State.

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

Four hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part of of the second part

Payable three years after date with interest at 10% after maturity or default in means time according to coupons attached to said note, with payments of \$5. each year on principal money when interest falls due in August.

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 of 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 of making such sale, on demand, to the said parties of first part their 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

Hugh Blair

James H. Brown (SEAL.)

Maria Brown (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9th day of August A. D. 1901, before me

Hugh Blair a Notary Public in and for said County and State, came

James H. Brown and Maria Brown

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 28th Decr 1901

Hugh Blair Notary Public

Filed for Record the 9th day of Aug A. D. 1901, at 2:55 o'clock P. M.

H. Boardman Register of Deeds

The following is extracted from the original instrument. The date given above having been paid in full, this mortgage is hereby released and the lien thereon created is discharged. Attest - W. H. Boardman, Register of Deeds, August 23rd 1904.

Recorded Aug 23rd 1904, W. H. Boardman, Register of Deeds.