

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Twelfth day of August in the year of our Lord, one thousand Nineteen hundred and One, between Isabella Raber, an unmarried woman (formerly of Douglas County Kansas, but now of Hopkiss in the County of Shawnee and State of Kansas, of the first part, and F. W. Barteldes, Trustee,

of the second part:
Witnesseth, That the said part of of the first part, in consideration of the sum of One Thousand Dollars,

to her duly paid, the receipt of which is hereby acknowledged, ha X sold, and by these presents do X grant, bargain, sell and mortgage to the said part of 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:

The south east quarter (1/4) of section sixteen (16) in Township Thirteen (13) of Range Eighteen (18), less five (5) acres out of south east corner used as a cemetery, and making the land covered by this mortgage 155 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Isabella Raber do X hereby covenant and agree that at the delivery hereof she 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

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said party of the first part to the said part of of the second part

Payable five years after date with interest in meantime semi-annually at 6% according to coupons attached to said note, or after maturity or default until paid, with privilege to pay for or any multiple thereof on account Principal money at times and interest payment shall be due. 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 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 part of making such sale, on demand, to the said party of the first part, her, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Isabella Raber (SEAL)
Hugh Blair (SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 12 day of August A. D. 1901, before me



Hugh Blair a Notary Public in and for said County and State, came Isabella Raber a single woman 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 28 Decr. 1901 Hugh Blair Notary Public

Filed for Record the 12 day of Aug. A. D. 1901, at 2⁵⁰ o'clock P. M.
F. W. Barteldes Register of Deeds

(The following is endorsed on the original instrument)
The note herein described having been paid in full
this mortgage is hereby released and the lien hereby created hereby
as witness my hand the 20th day of August 1910
Stella Broomman

Recorded Sept. 1, 1910
Floyd L. Lawrence
Hoyd L. Lawrence
(For Assignment See Book 39 Page 631)