

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. NAME DODDsworth BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twelfth day of August in the year of our Lord, one thousand Nine hundred and One, between Anna Leonard, and Henry B. Leonard, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Amos Storm, 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 and fifteen 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 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:

Lot No. Sixty one (61) on Vermont Street in the City of Lawrence, according to the plat of said City.

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 except the sum of One thousand dollars out of mortgage given Dec. 1-1894 to one William Botford, recorded in Book No. 30 page 80 Douglas County Kansas records of mortgages. This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifteen dollars according to the terms of one certain promissory this day executed and delivered by the said parties of the first part to the said part of the second part due in one year after date or sooner at option of first parties.

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 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 parties of the first part, their 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

Anna Leonard (SEAL.)

Henry B. Leonard (SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 12<sup>th</sup> day of August A. D. 1901, before me

Joseph A. Riggs a Notary Public in and for said County and State, came

Anna Leonard and Henry B. Leonard her husband 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 Mar. 29 1901

Joseph A. Riggs Notary Public

Filed for Record the 13<sup>th</sup> day of Aug. A. D. 1901, at 9<sup>05</sup> o'clock A. M.

J. B. Duncan Register of Deeds

*The following is endorsed on the original instrument - The mortgage described being fully paid in full, the mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 16<sup>th</sup> day of August - 1901 - Amos Storm*

*Recorded Nov-11-1901 - J. B. Duncan, Register of Deeds by Billie B. Duncan, Deputy.*

*This following is endorsed on the original instrument - Release - they will prepare, presently signing and paying in full this mortgage*