

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Eighth day of August in the year of our Lord, one thousand hundred and One, between Marlon M. Carty and Sarah G. L. M. Carty (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary J. Bailey 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 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:

Begin 53 1/3 rods south of the north west corner of the north west quarter (14) of section Twelve (12) Township Thirteen (13) Range Nineteen (19) thence east Thirty (30) rods thence south Twenty six and two thirds (26 2/3) rods thence west Thirty (30) rods thence north Twenty six and two thirds (26 2/3) rods to beginning, containing Five (5) acres.

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

Marlon M. Carty and Sarah G. L. M. Carty 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 eight coupons this day executed and delivered by the said Marlon M. Carty and Sarah G. L. M. Carty to the said part of 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 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 Marlon M. Carty 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

Marlon M. Carty (SEAL.)

Sarah G. L. M. Carty (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this Eighth day of August A. D. 1901, before me a Notary Public in and for said County and State, came

Marlon M. Carty and Sarah G. L. M. Carty

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 April 13 1902

John M. Newlin

Notary Public

Filed for Record the 15 day of Aug A. D. 1901, at 4 o'clock P. M.

L. J. Newman Register of Deeds

The following is enclosed on the Original Instrument
Released. The note is being described, signed and paid in full this mortgage
to Lewis, Release and the same thereby created and exchanged
As witness my hand this 8 day of August A.D. 1901.
Mary J. Bailey

Recorded Oct 14 1901.
W. W. Newman
Register of Deeds