

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Eighteenth day of August in the year of our Lord, one thousand Nine hundred and One, between James M. Hale and his wife Belle Hale of Hakarusa Township in the County of Douglas and State of Kansas, of the first part, and J. M. Moore 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 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 ten (10) acres, of the west thirty (30) acres, of the north east quarter of the north east quarter of section Seven (7), Township Twelve (12) South, of Range Nineteen (19) East of the 6th P.M.

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 are the lawful owners 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 Seven certain notes this day executed and delivered by the said J. M. Hale and Belle Hale to the said part of the second part

One for ten dollars due Aug. 26, 1901, One for \$5⁰⁰ due 3 months from date, One for \$25⁰⁰ due May 10th 1902, Three for \$50⁰⁰ each due respectively on the 10 days of May 1903, 1904 and 1905, and one for \$50⁰⁰ due May 10th 1906, the last named five with interest that would accrue from date, all payable at the Lawrence National Bank, Lawrence, Kansas. 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 James M. Hale, his 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, ~~Sent~~ and Delivered in Presence of

J. M. Hale (SEAL.)
Belle Hale (SEAL.)
mark (SEAL.)

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

BE IT REMEMBERED, That on this 16th day of August A. D. 1901, before me

James Brooks a Notary Public in and for said County and State, came

J. M. Hale and Belle Hale, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires November 4, 1901

James Brooks Notary Public

Filed for Record the 16th day of Aug A. D. 1901, at 1²⁰ o'clock P. M.

W. L. Foxman Register of Deeds

The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released and the land thereby created free and clear.
As witness my hand this 10th day of Aug. 1903. J. M. Moore.

Attest Notary Public,
Recorded Aug 11, 1903.



The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released and the land thereby created free and clear.
As witness my hand this 10th day of Aug. 1903. J. M. Moore.