

MORTGAGE RECORD No. 38.

103

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

This Indenture, Made this Seventeenth day of August in the year of our Lord, one thousand Nineteen hundred and One, between Matthi R. Houser, of the City of Lawrence,

Douglas and State of Kansas, ^{widow} of the first part, and Hugh Blair of the second part:

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

to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents does grant, bargain, sell and mortgage to the said part y 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 number one hundred and eighty eight on Kentucky Street in the City of 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 party of the first part do ✓ 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 Four hundred 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 y of the second part

Payable on the 8th day of November 1902 with interest in meantime at 8% payable 17th Feb'y and August of next year & balance of interest when principal falls due & 10% after maturity or default 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 y 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 y making such sale, on demand, to the said party of first part her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jennie Watt

Matthi R. Houser (SEAL)
_____ (SEAL)
_____ (SEAL)

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

BE IT REMEMBERED, That on this 17th day of August A. D. 1901, before me

Jennie Watt a Notary Public in and for said County and State, came Matthi R. Houser an unmarried 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 30th Feb. 1902 Jennie Watt Notary Public

Filed for Record the 19th day of Aug A. D. 1901, at 11²⁵ o'clock A. M.
L. J. Dodsworth Register of Deeds

This following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the said property, described, discharged. As witness my hand this 31st day of October A.D. 1901
Hugh Blair

Recorded Oct-31-1901-
L. J. Dodsworth
Register of Deeds,
By Allen B. Dodsworth Deputy-