

# MORTGAGE RECORD No. 38.

105

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

This Indenture, Made this 4<sup>th</sup> day of May in the year of our Lord, one thousand nine hundred and one, between Sarah L. Monroe and Frank Monroe her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. H. Glatthart of the second part:

**Witnesseth,** That the said part of of the first part, in consideration of the sum of Seven hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do do 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:

Lots number sixty one (61) and sixty three (63) on New Jersey Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do do hereby do 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 Seven hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said Sarah L. Monroe to the said part of of the second part

Payable on or before two years after date and bearing interest at the rate of six per cent per annum from date.

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 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Sarah L. Monroe (SEAL.)

Frank Monroe (SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 6 day of May A. D. 1901, before me Gertrude Standing a Notary Public in and for said County and State, came Sarah L. Monroe and Frank Monroe 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 July 3<sup>rd</sup> 1903

Gertrude Standing Notary Public

Filed for Record the 31<sup>st</sup> day of Aug A. D. 1901, at 5<sup>53</sup> o'clock P. M.

W. J. Foxman Register of Deeds

The following is endorsed on the original instrument  
This note herein described having been paid in full  
this mortgage is hereby released and the same hereby created  
discharged. Be witness my hand this 26<sup>th</sup> day of March A.D. 1903.  
J. H. Glatthart  
By Mrs. A. B. G.

In consideration of full payment  
ment of the within mortgage  
I hereby release the same  
March 1911  
J. H. Glatthart

Attest  
Hazel L. Lawrence  
Register of Deeds