

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this 24 day of August in the year of our Lord, one thousand Nineteen hundred and One, between Catharine R. Stone and James F. Stone, husband and wife, of LeCompton in the County of Douglas and State of Kansas, of the first part, and D. D. Henderson 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 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 numbered eleven (11) Twelve (12) Thirteen (13) and Fourteen (14) in Block No. Thirty seven (37) in the City of LeCompton.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Catharine R. Stone and James F. Stone do hereby covenant and agree that at the delivery hereof they 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 Two hundred and fifty dollars, according to the terms of Four certain Notes this day executed and delivered by the said first parties to the said part of of the second part and given as the purchase price of said premises.

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 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

Catharine R. Stone (SEAL)  
James F. Stone (SEAL)  
(SEAL)

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

BE IT REMEMBERED, That on this 26 day of August A. D. 1901, before me D. D. Steele a Notary Public in and for said County and State, came Catharine R. Stone and James F. Stone 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 June 20<sup>th</sup> 1902

D. D. Steele Notary Public

Filed for Record the 26 day of Aug A. D. 1901, at 9<sup>15</sup> o'clock A. M.

D. D. Steele Register of Deeds

In witness whereof, I, D. D. Steele, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on the day and year first above written.

Attest: Billie B. Johnson, Dep. Reg. of Deeds.

The following is endorsed on the original instrument: This note was distributed among the parties named herein, and is not to be paid in full until the mortgage is paid in full.