

# MORTGAGE RECORD No. 38.

107

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this 17<sup>th</sup> day of August in the year of our Lord, one thousand nine hundred and one, between W. H. Kelley and Myra Kelley, his wife, of the County of Marshall and State of Kansas, of the first part, and G. A. Dorman, of Lawrence, Kansas, of the second part:

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Six hundred (600) 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:

Lot number two hundred and twelve (212) Tennessee Street, in the City of Lawrence, Douglas Co. Kansas.

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 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 except a mortgage to C. H. Newby for \$150 recorded in Book 36 page 244, mortgage recorded of Douglas Co. Mo.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred (600) Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part of of the second part his 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 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 parties of the first part, their 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

G. Arnold

W. H. Kelley

(SEAL)

Myra Kelley

(SEAL)

(SEAL)

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

BE IT REMEMBERED, That on this 17 day of Aug A. D. 1901, before me a Notary Public in and for said County and State, came

W. H. Kelley and 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 subscribed my name set my hand and affixed my official seal on the day and year last above written:

My Commission Expires Sept 27 1901

G. Arnold

Notary Public

Filed for Record the 26 day of Aug A. D. 1901, at 3 o'clock P. M.

G. A. Dorman

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 lien hereby created discharged. As witness my hand this 17 day of April A.D. 1901. G. A. Dorman

Recorded April 17- 1901.

G. A. Dorman, Register of Deeds.

By G. A. Dorman, Deputy