

## MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. KAMR DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 24<sup>th</sup> day of August in the year of our Lord, one thousand nine hundred and One, between Emma D. Ricker (widow)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Adda M. Bowman

of the second part:

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

to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do sell grant, bargain, sell and mortgage to the said part of of the second part her 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 No. Two (2) and north Two (20) feet of Lot No. Three (3) Block Fifteen (15) Lane Place Addition to 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 ✓ 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 Two hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Emma D. Ricker to the said part of of the second part

payable Aug. 24<sup>th</sup> 1904

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 her 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 Emma D. Ricker, her heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Emma D. Ricker (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Osage COUNTY } ss.

BE IT REMEMBERED, That on this 24 day of August A. D. 1901, before me Emma D. Ricker (widow) a Notary Public in and for said County and State, came

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 the day and year last above written

My Commission Expires Dec. 12<sup>th</sup> 1903

M. G. Vriel

Notary Public

Filed for Record the 24<sup>th</sup> day of Aug. A. D. 1901, at 10<sup>45</sup> o'clock A. M.

A. M. Bowman

Register of Deeds

The following is endorsed on the original instrument:  
 Signed - July 28<sup>th</sup> 1902 -  
 W. M. Bowman  
 Register of Deeds  
 My wife, Adda M. Bowman, was A. M. Bowman's Deputy.  
 is hereby released, and they have hereby created this mortgage.  
 The witness my hand this 28<sup>th</sup> day of July A.D. 1902.

The following is endorsed on the original instrument:  
 The Note herein described having been paid in full, this mortgage