

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Fourth day of September in the year of our Lord, one thousand eight hundred and ninety one, between D. R. White and Matilda White, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and A. F. Allen in trust of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred sixty-five Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es 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 Seventy-five (75) and east 1/4 of Seventy Seven (77) and East Fifty (50) feet of Lot 138 One hundred thirty eight, Block Forty two (42), west Lawrence Kansas-

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part do es hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 sixty-five dollars But note of \$700 with ten coupons attached of even date herewith, due five years from date and noted number 1st 1901 and 4th 1902 according to the terms of certain this day executed

and delivered by the said parties of the first part to the said part y of the second part

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 of making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

D. R. White (SEAL.)

Matilda White (SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 4th day of Sept A. D. 1901, before me

J. D. Lemon a Notary Public in and for said County and State, came D. R. White and Matilda White his 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 set my hand and affixed my official seal on the day and year last above

My Commission Expires March 3 1902

J. D. Lemon Notary Public

Filed for Record the 4th day of Sept A. D. 1901, at 2⁴⁵ o'clock P. M.

W. J. Foxman Register of Deeds

In consideration of full payment of the mortgage I hereby release the same this 4th day of Sept 1901

In consideration of full payment of the within mortgage I hereby release the same this 4th day of Sept 1901

Attest A. W. Wharmstrong Register of Deeds

