

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KAM, DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Fifth day of September in the year of our Lord, one thousand nine hundred and one, between George W. Kiefer and Salina Kiefer his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Amanda Covatt of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 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:

Commencing at a point on the south line of the north east quarter of the south east quarter of section No. One (1) in Township No. Thirteen (13) Range 19 which is 40 rods west of the west line of the highway on the east side of said quarter section, thence run north 40 rods, thence west to a point 20 rods east of the west line of said quarter section, thence north 40 rods to the north line of said quarter section, thence west 20 rods, thence south 80 rods, thence east 40 rods more or less to the place of beginning, containing 15 acres of land more or less.

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 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 Three hundred and fifty dollars according to the terms of one certain promissory note for 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 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 y making such sale, on demand, to the said George W. Kiefer, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

George W. Kiefer (SEAL)

Salina Kiefer (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of September A. D. 1901, before me Joseph E. Riggs a Notary Public in and for said County and State, came George W. Kiefer and Salina Kiefer 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 written.

My Commission Expires Mch 29 1904

Joseph E. Riggs Notary Public

Filed for Record the 7<sup>th</sup> day of Sept A. D. 1901 at 10 o'clock A. M.

G. J. Foxman Register of Deeds

The following is endorsed on the original instrument -  
The note herein described having been paid in full, the mortgage is hereby released, and the premises hereby created discharged.  
As witness my hand, this 7th day of Sept. A. D. 1904.  
Amanda Covatt.

The following is endorsed on the original instrument -

Recorded May 26th 1909  
Hoyd L. Lawrence  
Register of Deeds  
Municipal, Lawrence  
deputy

The following is endorsed on the original instrument -  
The note herein described having been paid in full, the mortgage is hereby released, and the premises hereby created discharged.  
As witness my hand, this 7th day of Sept. A. D. 1904.  
Amanda Covatt.

Recorded Mch. 5th 1904