

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 2<sup>d</sup> day of September in the year of our Lord, one thousand Nineteen hundred and 01, between Dylroster O. May and Della May, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs P. E. Collins of the second part:

**Witnesseth,** That the said part is of the first part, in consideration of the sum of Three hundred <sup>00</sup> (300 -) Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do — grant, bargain, sell and mortgage to the said part if 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 the north west corner of Lot No. Eleven (11) in Addition No. Four (4), thence South Eight (8) rods; East seven (7) rods; north eight (8) rods; thence west seven (7) rods to the place of beginning— all situated in that part of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said party of the first do as hereby covenant and agree that at the delivery hereof he 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 Three hundred <sup>00</sup> Dollars according to the terms of but certain promissory note this day executed and delivered by the said Dylroster O. and Della May to the said part if of the second part Payable Two years from date at the Lawrence National Bank of Lawrence Kansas.

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 if 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 making such sale, on demand, to the said Dylroster O. May, his heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

Dylroster O. May (SEAL.)  
Della May (SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 2<sup>d</sup> day of September A. D. 1901, before me Alfred Whitman a Notary Public in and for said County and State, came Dylroster O. May and Della May his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set subscribed my name my hand and affixed my official seal the day and year last above written.

My Commission Expires Jan'y 14 1903 Alfred Whitman Notary Public

Filed for Record the 9<sup>th</sup> day of Sept A. D. 1901, at 9<sup>45</sup> o'clock A. M.  
W. H. Brown Register of Deeds

The following is enclosed my the original instrument—  
The state herein described having been paid in full the mortgage  
is hereby released and the lien hereby created discharged. In witness  
my hand this day of Feb. 29<sup>th</sup> A.D. 1902. Mrs P. E. Collins  
Attest: D. H. Brown

Recorded Feb. 2<sup>d</sup> 1902  
W. H. Brown,  
Register of Deeds.  
By Alice B. Spurgeon  
Deputy.