

MORTGAGE RECORD No. 38.

117

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

This Indenture, Made this 10th day of September in the year of our Lord, one thousand Nineteen hundred and one, between Elizabeth Taylor and William Taylor husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and G. A. Wright of the second part:

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

All of the following described land lying south of the Right of way of the Atchison Topeka and Santa Fe Railroad Company viz: Commencing at the north east corner of the north east quarter of section seven (7) Township Twelve (12) Range Nineteen (19) E of the 6th P.M., thence south thirty two (32) rods, thence west twenty (20) rods; thence north thirty two (32) rods, thence east twenty (20) rods to the place of beginning, the tract conveyed containing four acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Elizabeth Taylor does 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 Four hundred and Fifty Dollars according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said part of of the second part

viz: One note for \$225 payable one year after date and one note for \$225 payable two years after date, with interest from date at the rate of seven per cent per annum payable annually.

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 Elizabeth Taylor her 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

Geo. W. Banks

Elizabeth Taylor (SEAL.)

Wm. Taylor (SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 10th day of Sept. A. D. 1901, before me

Geo. A. Banks

a Notary Public in and for said County and State, came

Elizabeth Taylor and William Taylor

husband 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 set my hand and affixed my official seal on the day and year last above

written.

My Commission Expires Nov. 27 1904

Geo. A. Banks

Notary Public

Filed for Record the 10th day of Sept. A. D. 1901, at 4⁰⁵ o'clock P. M.

W. D. Brown

Register of Deeds

Assigned to Book 39 - Page 2422