

MORTGAGE RECORD No. 38.

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

This Indenture, Made this ninth day of September in the year of our Lord, one thousand nine hundred and but, between A. G. Strodel, unmarried,

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Miss Antoinette P. Branger of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Three hundred (\$300.) Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do he 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. Twenty-two (22) in Addition No. Eleven (11) in that part of the City of Lawrence formerly known as North Lawrence.

Party of the first part agreed to maintain insurance thereon during the existence of this loan for the benefit of party of the second part, her heirs or assigns, in the sum of at least \$400.

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 he 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 and that he will warrant and defend the same in the quiet and peaceable possession of the second party, her heirs or assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars,

according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said part of of the second part

During four years from date with interest from date to maturity as evidenced by coupons thereto attached, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by Sheriff's deed. 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 party of the first part, his, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

A. G. Strodel (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

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

John B. A. Norton

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

A. G. Strodel, unmarried

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

written:

My Commission Expires Jan 9th 1905

John B. A. Norton

Notary Public

Filed for Record the 11th day of Sept A. D. 1901, at 5⁵⁰ o'clock P.M.

L. H. Hoxman

Register of Deeds

Recorded Feb. 17-1906. The note - herein assigned - has been paid in full, this mortgage is hereby released, and the All-States Trust Co. of Kansas is discharged. Its interest and principal are hereby assigned to the assignee, R. E. E. Armstrong, Reg.