

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Thirtieth day of September in the year of our Lord, one thousand Nineteen hundred and One, between Gordon Eckman, a single man, of the township of Shakarusa in the County of Douglas and State of Kansas, of the first part, and John Lewis of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Thirteen hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha x 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:

The east half of the north east quarter of section number Three (3) in township number fourteen (14) Range twenty (20) containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do es 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 Thirteen hundred dollars according to the terms of one certain Mortgage note this day executed and delivered by the said party of the first part to the said part y of the second part

payable five years after date with interest at rate of 6% payable semi-annually according to coupons attached and 10% after maturity or default.

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 cost 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 party of the first part his heirs and assigns. Privilege reserved to pay \$100, or any multiple thereof on account Principal money at time any interest payment falls due and after two years.

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

Signed, Sealed and Delivered in Presence of

Hugh Blair

Gordon Eckman (SEAL.)

(SEAL.)

(SEAL.)

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

BE IT REMEMBERED, That on this 15th day of September A. D. 1901, before me

Hugh Blair

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

Gordon Eckman an unmarried man

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 28th Dec 1901

Hugh Blair

Notary Public

Filed for Record the 18th day of Sept A. D. 1901, at 9³⁰ o'clock A. M.

R. M. McConnell Register of Deeds

The following is confirmed on the original instrument: The sole herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 15th day of September A. D. 1901.
Hugh Blair
John Lewis, Register of Deeds
in fact bank & bank

Recorded Sept 14, 1901
Dwight Lawrence Register of Deeds
R. M. McConnell Deputy