

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Eighteenth day of September in the year of our Lord, one thousand nine hundred and one, between Joseph C. Riggs and Annie F. Riggs his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Julia Friend of Chicago Illinois of the second part:

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

Lots numbered One (1) Three (3) Five (5) Seven (7) Eleven (11) Thirteen (13) Fifteen (15) and the north fifty (50) feet of Lot Seven (7), all in Block No. Eleven (11) of Babcock's enlarged Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of 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 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 One Thousand dollars according to the terms of One certain promissory note of this day executed and delivered by the said Joseph C. Riggs to the said part of 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 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 Joseph C. Riggs, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Joseph C. Riggs (SEAL)
Annie F. Riggs (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1901, before me Wm. J. Sinclair a Notary Public in and for said County and State, came Joseph C. Riggs and Annie F. Riggs, 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 December 18th 1904

Wm. J. Sinclair
Notary Public

Filed for Record the 18th day of Sept A. D. 1901, at 3³⁰ o'clock P. M.

J. H. Foxman Register of Deeds

The following is enclosed on the original instrument. The note herein described having been paid in full, this mortgage is hereby cancelled and the same hereby created and discharged. As witness my hand this 24th day of October A.D. 1906. Julia Friend, by a power of attorney in fact.

Recorded Nov 1 1906. A. W. Cunningham. Register of Deeds

The following is enclosed on the original instrument. The note herein described having been paid in full, this mortgage is hereby cancelled and the same hereby created and discharged. As witness my hand this 24th day of October A.D. 1906. Julia Friend, by a power of attorney in fact. Recorded Feb 28 1910