

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAMUEL DOBSON &amp; SONS, BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 26<sup>th</sup> day of September in the year of our Lord, one thousand Nineteen hundred and one, between Edward Moss & Tillie Moss husband & wife of Marion Sp. in the County of Douglas and State of Kansas, of the first part, and Arthur P. Rose of Ontario Co. New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred (\$500.00) 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:

The North one half (1/2) of the south east quarter (SE 1/4) of section No. three (3) Township No. fifteen (15) Range No. eighteen (18) east of the sixth (6<sup>th</sup>) P. M. containing eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward Moss & Tillie Moss do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Five hundred (500) dollars

according to the terms of a certain Note this day executed and delivered by the said Edward Moss & Tillie Moss to the said part of of the second part

Payable three years after date at the Lawrence National Bank with interest at the rate of 7% 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 cost 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 Edward Moss or his 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

James Brooks

Edward Moss (SEAL)

Tillie Moss (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of September A. D. 1901, before me

James Brooks

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

Edward Moss, and his wife Tillie Moss,

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 Nov. 4<sup>th</sup> 1901

James Brooks

Notary Public

Filed for Record the 26<sup>th</sup> day of Sept A. D. 1901, at 11<sup>20</sup> o'clock A. M.

L. L. Foxman

Register of Deeds

The following is endorsed on the original instrument -  
Release. The note herein described having been paid in full, this mortgage is hereby released and the certificate of release is hereby given.  
As witness my hand this 1<sup>st</sup> day of Sept., 1903.  
Arthur P. Rose.

Recorded Sept 11<sup>th</sup> 1903.  
W. L. Edwards  
Register of Deeds

The following is endorsed on the original instrument -  
This note herein described having been paid in full, this mortgage is hereby released and the certificate of release is hereby given.