

MORTGAGE RECORD No. 38.

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

This Indenture, Made this twenty first day of September in the year of our Lord, one thousand nine hundred and one between James M. Harrell a single man of Clinton in the County of Douglas and State of Kansas, of the first part, and John F. Johnson Agent of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do es 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:

lots numbered Four (4) Five (5) and Six (6) in Block number Seven (7) in the Town of Clinton.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said James M. Harrell party of the first part does 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 said party of the first part agrees to

maintain Insurance on the Building erected and to be erected on said premises to the amount of not less than Four hundred dollars. This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said James M. Harrell to the said part of of the second part Due September 21st 1903 with interest until due or default as evidenced by coupons or interest notes thereto attached and interest after maturity or default at ten percent per annum Both Principal and interest payable at the Merchants National Bank of Lawrence, Kansas. 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 James M. Harrell, his heirs and assigns.

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

Signed, ~~Sent~~ and Delivered in Presence of

James M. Harrell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 21st day of September A. D. 1901, before me James Brooks a Notary Public in and for said County and State, came

James M. Harrell

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 November 4 1901

James Brooks

Notary Public

Filed for Record the 21st day of Sept A. D. 1901, at 10¹² o'clock A. M.

J. F. Johnson Register of Deeds

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the title hereby created discharged.
Witness my hand, this 27 day of March A. D. 1901.
John F. Johnson Agent.

Recorded Mch. 27-1901 -
J. F. Johnson,
Register of Deeds
By Elmer B. Johnson, Deputy.