

MORTGAGE RECORD No. 38.

129

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 Henry Hutchinson an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. F. Steele of Belvoir, Kansas, of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Eighty seven and 90/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do not 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:

Beginning at a point on the south line of Third (3rd) Street and Forty (40) feet west of the east line of "F" Street in the Town of Clinton, thence running south in the center of "F" Street (now vacated) Three hundred and sixty (360) feet, thence east two hundred and ten (210) feet. Thence north by east to a point in the center of Third (3rd) Street (now vacated) two hundred and ten (210) feet east of the east line of said "F" Street. Thence west along the center of said Third (3rd) Street, two hundred and ten (210) feet to the east line of said "F" Street. Thence South Forty (40) feet. Thence west Forty (40) feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Henry Hutchinson do not 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 Eighty seven and 90/100 dollars according to the terms of One certain promissory note this day executed and delivered by the said Henry Hutchinson to the said part of of the second part

Payable on or before one year after date with interest at eight per cent per annum 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 of of the second part, 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 Henry Hutchinson heirs and assigns.

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

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

James Brooks
J. F. Steele

Henry Hutchinson (SEAL)
mark (SEAL)
(SEAL)

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

BE IT REMEMBERED, That on this 18 day of September A. D. 1901, before me



James Brooks a Notary Public in and for said County and State, came Henry Hutchinson 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: James Brooks My Commission Expires Nov. 4 1901 Notary Public

Filed for Record the 30 day of Sept A. D. 1901, at 10 o'clock A. M.

H. F. Steele Register of Deeds