

MORTGAGE RECORD No. 38.

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

Original Instrument  
The full granting is enclosed in the envelope of the record  
The title herein is correct having been read in full this mortgage  
is hereby released and the title hereby created unchanged.  
As witness my hand this 11th day of July, 1903.  
S. J. Hurd  
Recorder  
Recorded Feb 11th 1903.  
E. D. Cohen  
Register of Deeds

This Indenture, Made this 26 day of September in the year of our Lord, one thousand Nineteen  
hundred and One (1901), between Rachel Lowe, formerly the wife of H. D. Lowe but now  
divorced from him of Colorado Springs in the County of  
El Paso and State of Kansas, of the first part, and S. J. Hurd, of Lawrence, in the County  
of Douglas and State of Kansas, of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Four hundred one and 15/100 (\$401.15) Dollars,  
to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do ss grant, bargain, sell and mortgage  
to the said part 1 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:

Lot number one hundred ninety five (195) and the east twenty (20) feet of lot  
number one hundred ninety three (193) in block eleven (11) in that part of  
the City of Lawrence formerly known as North Lawrence, Douglas County  
Kansas. (Part of first part to have privilege of paying off entire amount  
or any part thereof after one year)

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Rachel Lowe do ss hereby covenant and agree that  
at the delivery hereof she 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  
Four hundred one and 15/100 Dollars  
according to the terms of One (1) certain promissory note this day executed  
and delivered by the said Rachel Lowe to the said part 1 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 1 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 1 of making such sale, on demand, to the said Rachel Lowe, her  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part ha ✓ hereunto set her hand and seal the day and year first above written.  
Signed, Sealed and Delivered in Presence of Mrs Rachel Lowe (SEAL.)  
E. D. Cohen (SEAL.)  
(SEAL.)

Colorado  
STATE OF KANSAS, } ss.  
County of El Paso COUNTY

BE IT REMEMBERED, That on this 26 day of September A. D. 1901, before me  
Eugene S. Cohen a Notary Public in and for said County and State, came  
Rachel Lowe, formerly the wife of H. D. Lowe, but now divorced  
from him 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 and affixed my official seal on the day and year last above  
written.  
My Commission Expires July 24 1903 Eugene S. Cohen Notary Public

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