

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Thirtieth day of September in the year of our Lord, one thousand Thousand hundred and One, between Josephine H. Lawrence and James Lawrence her husband of the Township of Wakarusa, of Douglas in the County of Douglas and State of Kansas, of the first part, and J. P. Maher of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve hundred 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: Commencing at a point where the north line of fractional north west quarter of section seven (7) Township Thirteen (13) Range twenty (20) intersects the west line of Vermont Street produced south from the City of Lawrence, thence south along said produced west line of Vermont Street twenty (20) rods to north line of land conveyed to Strawn H. Jones, described in deed recorded in deed book 18 p 501. said county records, thence west twenty (20) rods along north line said Jones tract, thence south twenty (20) rods along west line said Jones tract, thence west twenty (20) rods; thence north twenty (20) rods parallel with said east line to the south line of a tract conveyed to the township of Wakarusa, described in deed Book 43 Page 237 said county records, thence east ten rods along south line of said last named tract, thence north twenty rods along the east line of said last named tract to the north line of said quarter section, thence east on said north line thirty (30) rods to the place of beginning, containing six and one fourth (6 1/4) 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

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

Twelve hundred dollars according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said part of of the second part

Payable five years after date with interest at 6% semi-annually according to coupons attached to said note upon maturity or default. Privilege reserved to pay in or any multiple thereof on account principal money when any interest falls due. But if default be made in such payment, or any part thereof, or and this conveyance shall be void if such payments be made as herein specified. Interest at least 6% per 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 parties of the first part, their 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

Hugh Blair

Josephine H. Lawrence (SEAL.)
James Lawrence (SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 30th day of September A. D. 1901, before me

Hugh Blair a Notary Public in and for said County and State, came Josephine H. Lawrence and James Lawrence her husband 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 28th Decr 1901 Hugh Blair Notary Public

Filed for Record the 1st day of Oct A. D. 1901, at 2⁴⁰ o'clock P. M.

H. P. S. S. S. 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 lien thereby created discharged. Witness my hand this 11th day of July A. D. 1910
J. P. Maher

Recorded July 7th 1910
Floyd H. Lawrence
Register of Deeds