

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this Thirtieth day of September in the year of our Lord, one thousand Nine hundred and One, between Albert J. Alexander and Myra E. Alexander, his wife, of the city Douglas and State of Kansas, of the first part, and John Lewis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen 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 y 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 south one hundred and seventeen & 4/100 acres of the north west fractional quarter of Section No. Seven (7) in Township Thirteen (13) Range Nineteen (19) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Thirteen hundred dollars recording 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 y of the second part

Payable five years after date with interest at 6% annually according to coupons attached to said note & 10% after maturity or default.

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 y 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 y making such sale, on demand, to the said Party of first part, their heirs and assigns.

Mortgagor reserves privilege to pay \$100. or any multiple thereof on account principal at times any interest payment comes due.
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

Albert J. Alexander (SEAL)

Myra E. Alexander (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss. COUNTY

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

Albert J. Alexander and Myra E. Alexander
his wife

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 28th Decr. 1901

Hugh Blair

Notary Public

Filed for Record the 1st day of Oct A. D. 1901, at 5 o'clock P. M.

L. B. 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 party thereto
created discharged to wit: my hand this 28th day of November 1901
John Lewis
By Frank E. Banks attorney in fact

Recorded Nov 29 1901
Hoyd L. Lawrence
Register of Deeds

The following is enclosed on the original instrument
Release. The note herein described having been paid in full
this mortgage is hereby released and the party thereto
created discharged to wit: my hand this 28th day of November 1901
John Lewis
By Frank E. Banks attorney in fact