

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 1<sup>st</sup> day of October in the year of our Lord, one thousand Eighteen hundred and One, between Lot Fry and Ruth Fry, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edmund J. Arnold of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighty 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:

Lot number Seventy Two (72) in Block (14) Fourteen in that part of the City of Lawrence known as West Lawrence.

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 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 Eighty Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part of of the second part

Payable twelve months after date with interest at the rate of eight per cent per annum, payable semi annually according to two coupons attached to said note.

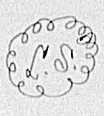
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due 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 Lot Fry, his 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 Lot Fry (SEAL.)  
Ruth Fry (SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of October A. D. 1901, before me Geo. W. Banks a Notary Public in and for said County and State, came



Lot Fry and Ruth Fry husband and 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 set my hand and affixed my official seal the day and year last above written.

My Commission Expires Nov. 27 1904 Geo. W. Banks Notary Public

Filed for Record the 1<sup>st</sup> day of Oct. A. D. 1901, at 5 o'clock P. M.  
Edmund J. Arnold Register of Deeds

The following is Enclosed on the original Indentment Release. The parties herein described having been paid in full this mortgage is hereby released and the same hereby is discharged. Witness my hand this 19th day of October A.D. 1901. Edmund J. Arnold.

Recorded Oct 24 1903. W. W. Cunningham Register of Deeds.