

MORTGAGE RECORD No. 38.

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

This Indenture, Made this First day of October in the year of our Lord, one thousand Nineteen hundred and One, between Ellas K. Cooper, widow, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Caroline E. Young of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of Seven hundred and fifty Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do ✓ grant, bargain, sell and mortgage to the said part Y of the second part her 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:

An undivided owl half (1/2) interest in the west half (1/2) and north half (1/2) of east half (1/2) of lot No. sixteen (16) and all of lot Fourteen (14) Kentucky Street in the City of Lawrence-

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Party of the first part does 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 Seven hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Ellas K. Cooper to the said part Y of the second part Payable Five (5) years from date at the Lawrence Nat. Bank of Lawrence Kansas with interest at rate of six per cent. per annum.

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 her 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 Ellas K. Cooper - her heirs and assigns.

IN WITNESS WHEREOF, The said part Y 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. Ellas K. Cooper (SEAL)
(SEAL)
(SEAL)

Allinois
STATE OF KANSAS, } ss.
Henry COUNTY }

BE IT REMEMBERED, That on this 5th day of October A. D. 1901, before me a Notary Public in and for said County and State, came

Ellas K. Cooper (widow)
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 written. My Commission Expires Nov. 24th 1901 Charles E. Sturty Notary Public

Filed for Record the 5th day of Oct A. D. 1901, at 11 o'clock A. M.

W. H. Foxman Register of Deeds

This mortgage is endorsed on the original instrument. The note upon which this mortgage is based is now in the hands of the mortgagee. Caroline E. Young, Register of Deeds, Lawrence, Kas., April 27th 1905.

The following is endorsed on the original instrument. This note herein described having been paid in full, this mortgage is hereby released, and the lien thereon is cancelled. W. H. Foxman, Register of Deeds, Lawrence, Kas., April 27th 1905.