

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Second day of October in the year of our Lord, one thousand Nineteen hundred and One, between Belden W. Fairbanks and Ettie Fairbanks, his wife, of the city Douglas and State of Kansas, of the first part, and J. P. Usher of the second part:

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

The south thirty-seven and one half (37 1/2) feet of Lot number one hundred and seventeen (17) on Delaware Street in the City of Lawrence, and the south thirty seven and one half (37 1/2) feet of Lot number one hundred and seventeen (17) on Delaware Street Earl's Addition to the City of Lawrence in said county and State.

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

Payable three years after date with interest in meantime according to coupons attached to said note and 10% after maturity or default - Privilege reserved to pay for any multiple account Principal this interest falls due 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 Parties of first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part of 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 Belden Fairbanks (SEAL.)
Ettie Fairbanks (SEAL.)
Jennie Hatt (SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 2 day of October A. D. 1901, before me Jennie Hatt a Notary Public in and for said County and State, came Belden W. Fairbanks & Ettie Fairbanks, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 30th Nov - 1904 Jennie Hatt Notary Public

Filed for Record the 7th day of Oct A. D. 1901, at 9⁴⁰ o'clock A. M.
J. P. Usher Register of Deeds

The following is endorsed on the original instrument:
This note requires description having been paid in full after mortgage
is hereby released. And the lien thereby created is discharged.
As witness my hand this 22nd day of October, A. D. 1901.
J. P. Usher.
Recorded Nov 9th 1901
A. W. Remondy
Register of Deeds