

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Seventh day of October in the year of our Lord, one thousand Twentieth hundred and One, between William Georgi and Sarah A. Georgi his wife of Virland in the County of Douglas and State of Kansas, of the first part, and May Hotchkiss Spencer of the second part:

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

The west half (1/2) of the north west quarter (1/4) of section seventeen (17) Township fourteen (14) Range Twenty (20)-

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said William Georgi and Sarah A. Georgi 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 save and except a mortgage of Three hundred (\$300) Dollars to Daniel H. Spencer dated April 7-1896-

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part her heirs and assigns-

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 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 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

William Georgi (SEAL)

Sarah A. Georgi (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of October A. D. 1901, before me

James Brooks a Notary Public in and for said County and State, came

William Georgi and Sarah A. Georgi 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 set my hand and affixed my official seal on the day and year last above written:

My Commission Expires Nov. 4<sup>th</sup> 1901-

James Brooks Notary Public

Filed for Record the 8<sup>th</sup> day of Oct A. D. 1901, at 11<sup>30</sup> o'clock A. M.

W. H. Searns Register of Deeds

Recorded Oct. 19-1901  
All the moneys of the above  
by Daniel H. Spencer  
As witness my hand this 11th day of October A.D. 1901.  
May Hotchkiss Spencer  
John W. Martin Clerk