

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 7th day of October in the year of our Lord, one thousand thousand hundred and one, between R. E. Hill and Annie D. Hill, his wife, of Big Springs in the County of Douglas and State of Kansas, of the first part, and R. E. Bishoff of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred seventy five and 25/100 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:

Commencing at the north west corner of the north east quarter (14) of sect. fourteen (14) township twelve (12) Range Seventeen (17) thence South 515 feet thence East 417 1/2 feet along the center of the Lawrence & Topeka road thence north 515 feet to section line thence west 417 1/2 feet to place of beginning, containing five acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said R. E. Hill and Annie D. Hill his wife 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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred seventy five dollars according to the terms of two certain notes this day executed and delivered by the said R. E. Hill & Annie D. Hill to the said part y of the second part R. E. Bishoff

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 R. E. Hill, or 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

R. E. Hill (SEAL.)

Annie D. Hill (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 8th day of Oct A. D. 1901, before me

Justice of the Peace a Notary Public in and for said County and State, came

R. E. Hill and Annie D. Hill 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

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Thomas J. Custard Notary Public

Justice of the Peace

Filed for Record the 9th day of Oct A. D. 1901, at 5²⁰ o'clock P^m M.

W. H. Foxman Register of Deeds

See Book 22, Mortgage Book 22, Page 511