

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this fifth day of October in the year of our Lord, one thousand hundred and One, between Franklin Holwich and Christiana Holwich, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Alexander Lewis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and ninety 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 half (1/2) of Lot number one hundred and thirteen (113) and the north half (1/2) of Lot number one hundred and fifteen (115) on Delaware Street in the City of Lawrence, and the south half (1/2) of Lot number one hundred and thirteen (113) and the north half (1/2) of Lot number one hundred and fifteen (115) 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 Three hundred and ninety 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 two years after date with interest at 6% semi-annually

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 the first part their heirs and assigns. Privilege reserved to pay \$500 or any multiple thereof on acct of Principal money at any time and stop interest thereon.

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

Jennie Hatt

Franklin Holwich (SEAL)

Christanna Holwich (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss. COUNTY

BE IT REMEMBERED, That on this 5 day of October A. D. 1901, before me

Jennie Hatt a Notary Public in and for said County and State, came

Franklin Holwich and Christiana Holwich,

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 30<sup>th</sup> Nov. 1904 Jennie Hatt Notary Public

Filed for Record the 9 day of Oct A. D. 1901, at 4 o'clock P. M.

L. J. Dixon Register of Deeds

The following is endorsed on the original instrument -  
 The note herein described having been paid in full, this mortgage  
 is hereby released, and the levy hereby created, discharged. As witness  
 my hand this 24<sup>th</sup> day of February A.D. 1902 Alexander Lewis.  
 Recorded Feb. 24<sup>th</sup> 1902  
 By Ellis B. Notary, Douglas Co., Kan.

This mortgage is hereby released and the  
 mortgage herein described having been paid in full, this mortgage is  
 hereby released, and the levy hereby created, discharged. As witness  
 my hand this 24<sup>th</sup> day of February A.D. 1902 Alexander Lewis.

Recorded Dec. 28 1912