

# MORTGAGE RECORD No. 38.

147

MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this 9<sup>th</sup> day of October in the year of our Lord, one thousand Nineteen hundred and one, between Henry Ulrich and Martha J. Ulrich husband and wife of Clinton in the County of Douglas and State of Kansas, of the first part, and State of Lewis of Shalca, N.Y. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty 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 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 south east quarter of section Twelve (12) Except 42 7/8 Acres in north west corner thereof. Beginning at north west corner of said quarter section, thence running south on west line of said quarter section 7 7/8 chains, thence south 66° East 4 1/100 chains, thence south 18 1/2° East 3 chains, thence south 54° East 2 1/100 chains, thence south 23 1/2° East 3 1/100 chains, thence south 66° East 3 1/100 chains, thence south 66° East 1 1/100 chains, thence south 88° East 1 1/100 chains, thence south 87° East 5 1/100 chains, thence east 5 chains, thence north 20 chains to north line of said quarter section, thence west on said north line to beginning. Also the northeast quarter of section Thirteen (13) subject to the Railroad Right of Way across the same. All in Township Thirteen (13) Range Eighteen (18) East of 6" P.M. Containing 27 1/8 Acres more or less.

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 Twenty one Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Henry Ulrich and Martha J. Ulrich to the said part of the second part

payable five years after date with interest payable annually at six percent per annum according to five interest coupons attached to said note.

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 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 if making such sale, on demand, to the said Henry Ulrich 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

Geo. A. Banks

Henry Ulrich (SEAL.)

Martha J. Ulrich (SEAL.)

(SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of October A. D. 1901, before me

Geo. A. Banks

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

Henry Ulrich and Martha J. Ulrich  
husband and 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 Nov. 27<sup>th</sup> 1904

Geo. A. Banks

Notary Public

Filed for Record the 10<sup>th</sup> day of Oct A. D. 1901, at 4<sup>55</sup> o'clock P. M.

W. J. Foxman Register of Deeds

This mortgage is recorded on the original instrument. The whole herein described having been paid in full, this mortgage is hereby released and the parties thereto are discharged. As witness my hand this 27<sup>th</sup> day of December, A. D. 1912.

L. N. Lurial

Recorded Dec. 28 1912

Estelle Northrop

For Assignment See Book 57 Page 181