

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAMUEL DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 15<sup>th</sup> day of October in the year of our Lord, one thousand one hundred and one, between S. L. M<sup>c</sup>Kenzie and Ada A. M<sup>c</sup>Kenzie, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. W. Barker of same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lots numbered one hundred and four (104) and one hundred and five (105) on the north side of Maple Street in Block number Two (2) in that part of the City of Lawrence formerly known as North Lawrence Douglas County Kansas

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 dollars according to the terms of One certain Coupon note and six interest notes this day executed

and delivered by the said parties of the first part to the said part y of the second part for three hundred dollars principal note and coupon or interest notes each for ten and 50/100 dollars all payable at the Lawrence National bank

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 parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

S. L. M<sup>c</sup>Kenzie (SEAL)

Ada A. M<sup>c</sup>Kenzie (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of October A. D. 1901, before me

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

S. L. M<sup>c</sup>Kenzie and Ada A. M<sup>c</sup>Kenzie

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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires November 4<sup>th</sup> 1901

James Brooks Notary Public

Filed for Record the 16<sup>th</sup> day of Oct A. D. 1901, at 8<sup>55</sup> o'clock A. M.

W. J. Soman Register of Deeds

The following is recorded on the original instrument. The note herein described having been paid in full. This mortgage is hereby released and the same thereby created. Released Jan 26, 1903. Recorded Jan 26, 1903.