

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Sixteenth day of October in the year of our Lord, one thousand Nineteen hundred and One - 1901 - , between Lewis D. Howard and Kate Howard husband and wife, of Sibley in the County of Douglas and State of Kansas, of the first part, and Eben Baldwin of the second part:

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Four hundred \$400 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 party 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 east quarter of section No. Thirty (30), Township No. Thirteen (13) South of Range No. Twenty (20), East of the Sixth Principal Meridian, Kansas, containing 40 acres, more or less -

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lewis D. Howard and Kate Howard do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to Mary Hornell for \$1000 Recorded 34 of Mortgages at Page 511

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars according to the terms of One certain Note this day executed and delivered by the said Lewis D. Howard and Kate Howard to the said party of the second part Payable three years after date -

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 party 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 party making such sale, on demand, to the said Lewis D. Howard or his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Lewis D. Howard (SEAL)  
Kate Howard (SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 16 day of October A. D. 1901, before me D. S. Steele a Notary Public in and for said County and State, came Lewis D. Howard and Kate Howard 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 June 20 1902 D. S. Steele Notary Public

Filed for Record the 16 day of Oct A. D. 1901, at 4 o'clock P. M. Laurence Hays 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 lien thereby created is discharged. As witness my hand and seal this 30 day of Nov. 1903. Wm. F. Mitchell

Release

Recorded Jan 31, 1903. D. W. Armstrong Register of Deeds.