

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this 21<sup>st</sup> day of October in the year of our Lord, one thousand nine hundred and one, between Edward Mosley and Mabel his wife of Leavenworth in the County of Douglas Co. Kansas and State of Kansas, of the first part, and Celia Reynolds of Lawrence of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred Dollars, to her 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 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:

That part of N. E. 1/4 Block 10 lying S. E. of Right of way U. P. R. R. Co. and that part lying N. W. of said right-way less 120 feet in width of west side, all in that part of City of Lawrence formerly known as North Lawrence in aforesaid County-

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Edward Mosley and 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

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of One certain Promissory note this day executed and delivered by the said Edward Mosley and wife to the said part of of the second part her heirs and assigns

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 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 parties making such sale, on demand, to the said Edward Mosley, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Witnesses J. M. Spencer  
to mark P. P. Phillips

Edward Mosley (SEAL.)  
Mabel Mosley (SEAL.)  
mark (SEAL.)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of October A. D. 1901, before me John M. Spencer a Notary Public in and for said County and State, came Edward Mosley and Mabel 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 set my hand and affixed my official seal on the day and year last above written.  
My Commission Expires Sept. 15<sup>th</sup> 1904 John M. Spencer Notary Public

Filed for Record the 21<sup>st</sup> day of Oct A. D. 1901, at 4 o'clock P. M.  
R. J. Foxman Register of Deeds

The following is index of one do original instrument \$100.00 October 20th 1901 Received of Edward Mosley & do wife named Mortgage do sum of One hundred Dollars simple interest & do wife - Mortgage Celia Reynolds Recorded Oct 20 1901 J. H. Foxman Register of Deeds