

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 22nd day of October in the year of our Lord, one thousand Nineteen hundred and one, between Henry Page and Emma S. Page, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Chas. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred and 75^{cs} 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 north sixty acres of the east one hundred acres of the south west quarter of section twenty seven (27) township twelve (12) Range Nineteen (19) East

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

Henry Page and Emma Page 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

Five hundred dollars (\$500.00) according to the terms of One certain Note this day executed and delivered by the said Henry Page and Emma S. Page to the said part of of the second part Chas. H. Tucker

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 first parties 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

Henry Page (SEAL.)
Emma S. Page (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 22 day of Oct. A. D. 1901, before me

A. V. Sharpe a Notary Public in and for said County and State, came

Henry Page and Emma S. Page
hus. & 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 Oct-1 1904

A. V. Sharpe
Notary Public

Filed for Record the 24th day of Oct A. D. 1901 at 11²⁰ o'clock Am M.

W. H. Serran 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 lien thereby created is discharged.
Attest May 8th 1905,
W. H. Serran,
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 lien thereby created is discharged.
Attest Nov 23rd 1907.