

MORTGAGE RECORD No. 38.

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

This Indenture, Made this thirteenth day of September in the year of our Lord, one thousand nine hundred and One, between Gordon Eckman, a single man, of the Township of Wakarusa in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Two hundred Dollars,

to him duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es 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:

The west half of the southeast quarter of section number Thirty four (34) in Township number thirteen (13) Range twenty (20) containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do es hereby covenant and agree that at the delivery hereof he is 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 Two hundred dollars according to the terms of One certain Note this day executed and delivered by the said party of the first part to the said part y of the second part

payable 12 months after date with interest at seven percent semi-annually until maturity 8 10 per cent after maturity or default.

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 party of first part, his, heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Gordon Eckman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas - COUNTY } ss.

BE IT REMEMBERED, That on this 17 day of September A. D. 1901, before me

L. S. Steele

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

Gordon Eckman, a single man,

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

My Commission Expires June 20 1902

L. S. Steele

Notary Public

Filed for Record the 25 day of Oct A. D. 1901, at 3:30 o'clock P. M.

H. H. H. H. H. Register of Deeds

The following is recorded on the original instrument in full this mortgage is hereby released and the time thereby created discharged and the interest my hand this 16th day of March 1910 at Leavenworth

Recorded March 16 1910 Floyd A. Lawrence Register of Deeds