

MORTGAGE RECORD No. 38.

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

This Indenture, Made this First day of November in the year of our Lord, one thousand nine hundred and 08, between Fallis Newton Hellman and Effie A. Hellman his wife, of the city of Lawrence Douglas and State of Kansas, of the first part, and Belle Bromley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and Sixty 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 y 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:

The east half of Block number Thirty-one (31) west Lawrence in the City of Lawrence, except that portion of said piece of land described as follows to wit: Beginning at the south east corner of said Block number Thirty-one (31) thence north one hundred and thirty three (133) feet, thence west to the centre of said block, thence south one hundred and thirty three (133) feet, thence east to the place of beginning.

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 One hundred dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said part y of the second part Payable three (3) years after date with interest in meantime according to coupons attached to said notes, upon maturity or default, thence reserved to pay one hundred dollars or any multiple thereof on account principal and after one year wherby interest payment follows 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 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 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 have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Fallis Newton Hellman (SEAL)

Effie A. Hellman (SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 1st day of November A. D. 1908, before me Hugh Blair a Notary Public in and for said County and State, came Fallis Newton Hellman and Effie A. Hellman 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 28th Decr. 1908

Hugh Blair
Notary Public

Filed for Record the 2nd day of Nov. A. D. 1908, at 11⁴⁰ o'clock A. M.

G. G. Johnson Register of Deeds

The following is enclosed and incorporated into and made a part of this mortgage as
The note & bond, described above, being paid in full, this mortgage is
Cancelled and discharged.

Received May 18th 1908
Hugh Blair
Register of Deeds

Recorded May 18th 1908
The note & bond, described above, being paid in full, this mortgage is
Cancelled and discharged.