

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this First day of October in the year of our Lord, one thousand Nine hundred and One, between Frank H. Hodder and Florence M. Hodder, his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and John L. Gibb

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Five hundred

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 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 half (1/2) of Lots numbered Two (2) and Eleven (11) and the north nine-twentieths (9/20) of Lots numbered Three (3) and Ten (10) all in Block number Two (2) in Broad Addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 x of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save a first mortgage of \$2500, made by and between same parties hereto.

This Grant is intended as a Mortgage to secure the payment of the sum of

Five 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 years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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

Frank H. Hodder (SEAL.)

Florence M. Hodder (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of October A. D. 1901, before me

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

Frank H. Hodder and Florence M. Hodder,

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

written:

My Commission Expires 28<sup>th</sup> Decr 1901

Hugh Blair

Notary Public

Filed for Record the 6<sup>th</sup> day of Nov A. D. 1901, at 7<sup>20</sup> o'clock a. M.

H. H. Johnson Register of Deeds

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, this mortgage is hereby released, and the lien thereby created discharged. John L. Gibb

Recorded May 15<sup>th</sup> A. D. 1903  
Attest  
By J. B. Bowman  
Deputy  
Allen and Anderson  
John Anderson