

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAMUEL DOUGLASS BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Eight day of November in the year of our Lord, one thousand Nineteen hundred and One, between J. E. North & L. W. North, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Arthur P. Rose of Ontario County, New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 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 thirty (30) acres of the west half (1/2) of the north-west quarter (1/4) of section twelve (12) township fourteen (14) range eighteen (18) east of the sixth (6th) P.M. and also that other tract described as follows: Beginning at a point three hundred & thirty (330) feet north of the south east corner of the south east quarter (1/4) of section two (2) township fourteen (14) south of range eighteen (18) east of the sixth (6th) P.M. thence north nine hundred & ninety (990) feet more or less to the north line of the south east quarter (1/4) of the said south east quarter (1/4) of section two (2) thence west two hundred & fifty (250) & five tenths (5/10) feet, thence south sixty-five (65) degrees west two hundred & twenty-four (224) feet & 5/10 feet, thence south forty-one (41) degrees forty (40) minutes west nine hundred & thirty-five (935) & five tenths (5/10) feet thence south thirty-seven (37) degrees west two hundred & fifty (250) feet, thence east two hundred & thirteen (213) feet to the place beginning containing eighteen & thirty six hundredths (18.36%) more or less being the same land described in a mortgage recorded on page four (4) of book thirty-eight (38) of mortgages with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

J. E. North & L. W. North husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of two hundred (200) dollars to John M. Macomb recorded on page four (4) of book thirty-eight (38) of mortgages

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

Three hundred dollars (\$300)

according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said part of the second part

Payable in 3 years interest seven percent payable annually at Lawrence National Bank privilege of paying fifty (\$50) dollars multiples thereof on any interest pay day.

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 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 parties of the first part, their 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

John E. North (SEAL.)

Lulu W. North (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 8th day of Nov. A. D. 1901, before me

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

John E. North and Lulu W. North
husband and 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 January 23 1904

C. M. Mantel

Notary Public

Filed for Record the 8th day of Nov. A. D. 1901, at 3⁰⁵ o'clock P. M.

G. H. Doxman

Register of Deeds

The following is endorsed on the original instrument
of the party herein described having been paid in full this mortgage
to John M. Macomb and the line is hereby created discharge
of the debt of \$300.00
Witness my hand and seal this 8 day of Nov. 1901.
Arthur P. Rose.

Recorded Jan 5-2-1904
W. J. Mansworth
Register of Deeds

The following is endorsed on the original instrument
of the party herein described having been paid in full this mortgage
to John M. Macomb and the line is hereby created discharge
of the debt of \$300.00
Witness my hand and seal this 8 day of Nov. 1901.
Arthur P. Rose.