

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 19th day of November in the year of our Lord, one thousand Nineteen hundred and One, between Agnes L. Carr and S. V. Carr, her husband, of Eudora in the County of Douglas and State of Kansas, of the first part, and H. A. Oberholtzer 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 party 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:

Lots number Eleven (11) Twelve (12) and Thirteen (13) in Block one hundred and Seventy (170) in the City of Eudora, according to the Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Agnes L. Carr and S. V. Carr 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 according to the terms of One certain promissory note this day executed and delivered by the said Agnes L. Carr and S. V. Carr to the said party of the second part Payable July 28-1902 with 8 per cent interest from November 23-1901

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 party 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 party of making such sale, on demand, to the said Agnes L. Carr and S. V. Carr, 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

as to signature of S. V. Carr
Geo. F. Peterson

Province of Ontario
STATE OF KANSAS,

County of Lincoln - COUNTY } ss.

BE IT REMEMBERED, That on this 19th day of November A. D. 1901, before me George F. Peterson a Notary Public in and for said County and State, came Samuel V. Carr



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 is for life Geo. F. Peterson Notary Public

State of Kansas, County of Douglas, I do hereby certify that on this 23rd day of November A.D. 1901, before me H. A. Carr a Notary Public in and for said county and State came Agnes L. Carr wife of S. V. Carr 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 Jan'y 15th 1905
Recorded Nov. 25, A.D. 1901, at 8:20 o'clock, A.M.

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, discharged.
As witness my hand this 4 day of August A.D. 1902
H. A. Oberholtzer
C. F. Peterson
By Willie B. Johnson, Deputy

Recorded - Aug - 4 - 1902 -
By Willie B. Johnson, Deputy

The following is endorsed on original instrument -
The mortgage herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
Recorded October 10th A.D. 1903
By Willie B. Johnson, Deputy