

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 26 day of November in the year of our Lord, one thousand thirteen hundred and one, between James Massey of Quiland in the County of Douglas and State of Kansas, of the first part, and M. D. Greenlee of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, ha X sold, and by these presents do av grant, bargain, sell and mortgage to the said part of 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:

Lots numbered one hundred and forty eight (148) one hundred and fifty (150) one hundred and fifty two (152) one hundred and fifty four (154) and one hundred and fifty six (156) on High Street Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said James Massey do av 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 Four hundred Dollars according to the terms of Two certain Notes this day executed and delivered by the said James Massey to the said part of of the second part

\$200 in one year and \$200 in two years interest at 7 1/2% - Said notes being for balance of the purchase price of said premises.

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 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 James Massey, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

James Massey (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas COUNTY

BE IT REMEMBERED, That on this 26 day of November A. D. 1901, before me

L. S. Steele a Notary Public in and for said County and State, came

James Massey 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 June 20 1901 L. S. Steele Notary Public

Filed for Record the 26 day of Nov. A. D. 1901, at 11 o'clock A. M.
Lawrence Ransom
Register of Deeds

The following is endorsed on original instrument
The premises described being heretofore in full, this mortgage
is hereby released, and the lien thereon is hereby discharged.
As witness my hand this 10th day of October A.D. 1903
M. D. Greenlee

Recorded October 10th A.D. 1903
Attest my
Register of Deeds
By J. C. Bowman
Deputy