

MORTGAGE RECORD No. 38.

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

This Indenture, Made this twenty third day of November in the year of our Lord, one thousand Nineteen hundred and one, between Charles S. Hagerman and Mattie W. Hagerman his wife, both, of Vinland in the County of Douglas and State of Kansas, of the first part, and Melissa Osborn, of Lake County, Illinois of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred (\$800) 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 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 north half of the south east quarter of section Fourteen (14) and the south west quarter of the south east quarter of section fourteen (14) all in township fourteen (14) Range twenty (20) East.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Charles S. Hagerman and Mattie W. Hagerman 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 Eight hundred Dollars according to the terms of two certain promissory notes this day executed

and delivered by the said Charles S. Hagerman and Mattie W. Hagerman to the said part of of the second part for four hundred dollars each, payable in one and two years after date, respectively, with interest at six per cent. per annum.

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 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 making such sale, on demand, to the said Charles S. Hagerman and Mattie W. Hagerman, 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

Charles S. Hagerman (SEAL.)
Mattie W. Hagerman (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 27th day of November A. D. 1901, before me

Joseph Sliff a Notary Public in and for said County and State, came Charles S. Hagerman and Mattie W. Hagerman 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 Jan 4 1904

Joseph Sliff Notary Public

Filed for Record the 2nd day of Dec. A. D. 1901, at 4 o'clock P. M.

Edison Register of Deeds

The following is done on 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 Eleventh day of May A.D. 1903 Melissa Osborn

Recorded May 23rd A.D. 1903. Wm. A. Smith, Register of Deeds. By J. L. Lawrence, Deputy.

The following is done 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 Eleventh day of May A.D. 1903 Melissa Osborn