

MORTGAGE RECORD No. 38.

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

This Indenture, Made this First day of December in the year of our Lord, one thousand Nineteen hundred and One, between D. O. Benjamin (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Angelina Smith of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of One hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do as 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:

Lots eighty (80) Eighty one (81) Eighty two (82) Eighty three (83) Eighty four (84) the south half of Seventy eight (78) and south ten lot of Seventy nine (79) all in Block Eighteen (18) West Lawrence in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Party of the first part do as 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 One hundred and fifty according to the terms of One certain promissory note this day executed and delivered by the said D. O. Benjamin to the said part of of the second part Payable two years from date at the Lawrence Nat. Bank of Lawrence Kansas.

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 of making such sale, on demand, to the said D. O. Benjamin, his, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

D. O. Benjamin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 5 day of December A. D. 1901, before me a Notary Public in and for said County and State, came



D. O. Benjamin (unmarried) 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 and affixed my official seal on the day and year last above written.

My Commission Expires Jan. 14 1903.

Alfred Whitman Notary Public

Filed for Record the 5 day of Dec. A. D. 1901, at 4 o'clock P. M.

A. J. Newman Register of Deeds

The following is enforced on the original instrument -
If note herein described herein, paid in full, this mortgage is hereby released, and the sum thereof created, discharged, the interest on my hand this 10 day of October A.D. 1902 -
Angelina Smith.
Attest: William Shields

Recorded Oct. 21, 1902 -
D. O. Benjamin,
Register of Deeds,
By Alice J. Johnson, Deputy.