

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 30 day of November in the year of our Lord, one thousand nine hundred and One, between Henry Coss and Mary Coss, his wife, of Eudora in the County of Douglas and State of Kansas, of the first part, and The Trustees of Eudora Lodge No. 42 of the second part:

S. B. O. F. of Eudora Kansas
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 their 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:

All lots in Block number Two Hundred and Forty Two (242), and all Lots in Block number Two Hundred and Thirteen (213) except Lots One (1) Two (2) and Three (3) - All in the City of Eudora, County and State aforesaid.

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

Henry Coss and Mary Coss 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

Three Hundred Dollars according to the terms of One certain promissory note this day executed

and delivered by the said Henry Coss and Mary Coss to the said parties of the second part

and payable four years from date - Interest 6 per cent. per annum, payable annually.

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 parties of the second part their 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 parties making such sale, on demand, to the said Henry Coss and Mary Coss, 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

Henry Coss (SEAL)

Mary Coss (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 30 day of November A. D. 1901, before me

C. F. Richards a Notary Public in and for said County and State, came

Henry Coss and Mary Coss, 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 April 1 1902

C. F. Richards

Notary Public

Filed for Record the 9 day of Dec. A. D. 1901 at 10 o'clock A. M.

H. J. Foxman

Register of Deeds

The following is endorsed on the original instrument:
 Release. The note herein described having been paid in full.
 This mortgage is hereby released and the lien thereby
 created is hereby terminated. Witness my hand this 14 day of May
 A.D. 1903. C. F. Richards, C. W. Richards,
 Trustees Eudora Lodge No. 42. S. B. O. F.

Recorded July 7th 1903.
 W. W. Brown
 Register of Deeds

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 is
 terminated.