

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Seventh day of December in the year of our Lord, one thousand Nineteen hundred and One, between Lula May Protech and R. E. Protech her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. M. Diggitt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 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: Lot numbers one hundred (100) on Kentucky Street in the City of Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Thousand Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said part of of the second part Payable five years after date with interest in meantime according to coupons attached to said note 4 10 per cent after maturity or default. Right reserved to pay 500 or any multiple thereof on account of Principal at time any interest payment falls due on 1st after maturity 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 Parties of the first part their 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 Lula May Protech (SEAL.) R. E. Protech (SEAL.) Hugh Blair (SEAL.)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.
BE IT REMEMBERED, That on this Seventh day of December A. D. 1901, before me Hugh Blair a Notary Public in and for said County and State, came Lula May Protech and R. E. Protech her husband 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 set my hand and affixed my official seal on the day and year last above written.
My Commission Expires 28th Decr 1901 Hugh Blair Notary Public

Filed for Record the 9th day of Decr. A. D. 1901, at 4⁴⁵ o'clock P. M.
H. H. Howard Register of Deeds

This instrument is indexed on the original instrument and the note herein described having been paid in full the Mortgage is hereby released and the time hereby created discharged.

Recorded Nov 6th 1901
L. H. D. O. M. G. R. S. J. S. D. S.