

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 1st day of November in the year of our Lord, one thousand Nineteen hundred and one, between P. P. Phillips of Lawrence in the County of Douglas and State of Kansas, of the first part, and Delia A. Phillips of Le Roy, Genessee Co. N. Y. of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents does 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 east quarter section Thirty Five, Town Fourteen, Range Twenty in Calmeyer Township

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said P. P. Phillips he is does 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 Two Thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said P. P. Phillips to the said part of of the second part

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 party of second part heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.
Signed, Sealed and Delivered in Presence of P. P. Phillips (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.
BE IT REMEMBERED, That on this 10th day of December A. D. 1901, before me John M. Spencer a Notary Public in and for said County and State, came P. P. Phillips 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 Sept 15 1901 John M. Spencer Notary Public

Filed for Record the 11 day of Dec. A. D. 1901, at 5²⁵ o'clock P. M.
W. A. Foxmead Register of Deeds

The following is indented on the original instrument.
The note herein described having been paid in full
This mortgage is hereby released and the lien thereby created
is changed or witnessed my hand this 26th day of June A. D. 1905.
P. P. Phillips her Attorney in fact.
Recorded June 26th 1905
W. A. Foxmead
Register of Deeds.