

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVES WORTH, KAN.

This Indenture, Made this 23rd day of July in the year of our Lord, one thousand Nineteen hundred and One, between William H. Shockey and Nettie Shockey his wife of the Township of Willow Springs in the County of Douglas and State of Kansas, of the first part, and Hugh Blair

of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred and eighty-seven 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:

The south east quarter of section number twenty-six (26) in Township fourteen (14) Range nineteen (19) in said County and State containing 160 acres more or less. This mortgage is given and taken as additional and collateral security to a certain chattel mortgage of even date herewith made by and between the same parties hereto, to secure the note hereinafter described.

with all the appurtenances, and all the estate, title and interest of the said part of 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Saved a first mortgage of \$2250.00 to William Rebacker

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred and eighty dollars according to the terms of One certain promissory note this day executed and delivered by the said Parties of the first part to the said part of of the second part Payable twelve months after date to order of party of second part with interest at 8% semi annually until paid

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. Parties of first part agree to keep fire lighting & Co made insurance on the building on the property hereby mortgaged to extent above said in a company satisfactory to this mortgage.
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

Jenniel Hatt William H. Shockey (SEAL.)
Nettie E. Shockey (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 1901, before me Jenniel Hatt a Notary Public in and for said County and State, came



William H. Shockey & Nettie E. Shockey
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 31st Nov. 1904 Jenniel Hatt Notary Public

Filed for Record the 15th day of Dec. A. D. 1901, at 1²⁵ o'clock P. M.
H. H. H. Clerk of Deeds

Recorded Nov. 26th 1903
Attest
J. L. Bowman
Notary Public
The following is endorsement 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 and this 25th day of November, 1903.
Hugh Blair