

MORTGAGE RECORD No. 38.

193

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

This Indenture, Made this Eighteenth day of December in the year of our Lord, one thousand Thirteen hundred and One, between Julius Stevens and Katie Q. Stevens, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Betsy Munk

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four hundred and Seventy Five Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do — grant, bargain, sell and mortgage to the said part if 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:

Lot one hundred and eleven (111) on Connecticut street in the City of Lawrence, Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Julius and Katie Q. Stevens do hereby covenant and agree that at the delivery hereof they are the lawful owner X 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 four hundred and seventy five dollars according to the terms of one certain promissory note and ten interest coupons attached and delivered by the said Julius Stevens and Katie Q. Stevens to the said part if 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 if 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 if making such sale, on demand, to the said Julius Stevens and Katie Q. Stevens heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

J. R. Kenyon

Julius Stevens (SEAL.)
Katie Q. Stevens (SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1901, before me

a Notary Public in and for said County and State, came

Julius Stevens and his wife Katie Q. Stevens 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 July 28 1903 J. R. Kenyon Notary Public

Filed for Record the 17th day of Dec. A. D. 1901, at 5²⁰ o'clock P. M.
W. H. Newman Register of Deeds

The following is produced on the original instrument.
The Note herein described having been paid in full
this mortgage is hereby released and the hereof hereby created
discharged. As Witness my hand this 20th day of May A.D. 1907.
Betsy Munk.

Recorded April 7th 1907.
W. H. Newman
Register of Deeds