

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Eighth day of November in the year of our Lord, one thousand Nineteen hundred and One, between William Gibson and Celia Gibson, and Lucien A. Gibson and Anna Gibson, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. W. Barteldes, Trustee,

of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-four hundred & fifty-six & 10/100 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:

Commencing at a point twelve and $\frac{30}{100}$ (12 + $\frac{30}{100}$) chains west of the south east corner of Lot No. Three (3) in the north east quarter of section No. Twenty-four (24) in Township No. Twelve (12) South, of Range No. Nineteen (19) East of the 6th P.M., thence running north Eighty (80) rods, thence west to the west line of said quarter section, thence south Eighty (80) Rods, thence east to place of beginning, 52 and $\frac{1}{2}$ acres, except $\frac{448}{1000}$ of an acre heretofore conveyed for graveyard by deed recorded in Book "16", page 514, in the office of the Register of Deeds in and for Douglas County, Kansas, subject to a prior mortgage of \$2000. to W. C. Beardsley, and a second mortgage of \$2000. to F. W. Barteldes, Trustee.

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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$2456.10

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

Due in one year from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed.

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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Wm. Gibson (SEAL.)
Celia E. Gibson (SEAL.)
Lucien A. Gibson (SEAL.)
Anna Gibson (SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 8th day of November A. D. 1901, before me a Notary Public in and for said County and State, came

William Gibson and Lucien A. Gibson

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 and affixed my official seal on the day and year last above written:

My Commission Expires Dec. 15th 1904 Wm. T. Sinclair Notary Public

State of Kansas } ss.
County of Douglas } I do hereby certify that before me, a Notary Public in and for said county and State, on the 20th day of November, A. D. 1901, came Anna Gibson, wife of Lucien A. Gibson, and on December 23rd, 1901, came Celia E. Gibson, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. I witnessed whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My commission expires Dec. 15th, 1904. Wm. T. Sinclair Notary Public
Recorded Dec. 23rd, A. D. 1901, at 3 o'clock, P.M. Wm. T. Sinclair Register of Deeds, Douglas County, Kansas

The following is endorsed on the original instrument, full this mortgage. The note herein described having been paid in full, this mortgage is hereby released and the land thereby created discharged.

Recorded May 11 1909
Floyd S. Lawrence
Register of Deeds