

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Second day of December in the year of our Lord, one thousand nine
hundred and one, between Louis Boegen and Kate Boegen his wife
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Richard W. Carter of the same place,
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eight hundred 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 two hundred and twenty five (225) feet north of a
point eighty (80) feet west of the south west corner of Block nine (9) in Davis
Irish Addition to the City of Lawrence, thence running west one hundred
and twenty five (125) feet, thence north seventy five (75) feet, thence east
one hundred and twenty five (125) feet, thence south seventy five (75)
feet to the place of beginning, less the west eight (8) feet thereof
reserved for an alley, being a part of the north east quarter of section
No. Thirty six (36) Township Twelve (12) of Range No. Nineteen (19) - Insurance
of not less than eight hundred dollars to be kept on the premises
payable to mortgagee as his interest may appear.

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

This Grant is intended as a Mortgage to secure the payment of the sum of

Eight hundred dollars and interest thereon
according to the terms of one certain promissory note hereof this day executed

and delivered by the said parties of the first part to the said part of of the second part
the right being reserved to pay upon the principal of said note the sum of
one hundred dollars or any multiple thereof at any interest paying period.

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
Insurance clause inserted before
execution - Joseph E. Riggs -
Louis Boegen (SEAL.)
Kate Boegen (SEAL.)
Joseph E. Riggs (SEAL.)

STATE OF KANSAS,
County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 23^d day of December A. D. 1901, before me
Joseph E. Riggs a Notary Public in and for said County and State, came
Louis Boegen and Kate Boegen, his wife,
to me personally known to be the same
persons 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 Mar. 27 1904 Joseph E. Riggs Notary Public

Filed for Record the 24th day of Dec. A. D. 1901, at 4⁵⁵ o'clock P. M.
J. H. Somers Register of Deeds

The following is endorsed on the original instrument.
The party herein described, having been paid in full this mortgage
to hereby release and give the line thereon created discharge.
As Witness my hand this 7th day of June A.D. 1906, Richard W. Carter.

Recorded June 20th 1906.
J. W. Armstrong,
Register of Deeds.

The following is endorsed on the original instrument.
The party herein described, having been paid in full
this mortgage, is hereby released, and the line thereon
created discharge.