

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Twenty-third day of December in the year of our Lord, one thousand Nineteen hundred and One, between Clara Burroughs and Peter Burroughs, her husband of Lawrence 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 One hundred and eighty-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 y 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:

Lot number thirty-six (36) in Simpson's Central Sub-division of a part of Addition number Seven (7) to that part of the City of Lawrence known as North Lawrence - Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part y 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 s 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 One hundred & eighty-five Dollars 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 y of the second part

Payable two and a half years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 y 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 y 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 ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Hatt
Having first been explained to said Peter Burroughs who said he understood the same and made his mark hereto in my presence

Clara Burroughs (SEAL.)
Peter ^{his} Burroughs (SEAL.)
mark (SEAL.)

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

BE IT REMEMBERED, That on this 23 day of December A. D. 1901, before me Jennie Hatt a Notary Public in and for said County and State, came Clara Burroughs and Peter Burroughs her husband to me personally known to be the same person s 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 30 Nov 1904 Jennie Hatt Notary Public

Filed for Record the 26 day of Dec A. D. 1901, at 3:42 o'clock P. M.
H. H. H. H. Register of Deeds

The following is endorsed on the original instrument.
 The note herein described having been paid in full,
 this mortgage is hereby released, and the lien thereon is
 hereby discharged. As witness my hand this 12th day of
 July A.D. 1904.
Hugh Blair.
 Recorded July 12th 1904.
A. W. H. H.
 Register of Deeds.