

# MORTGAGE RECORD No. 38.

201

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

This Indenture, Made this 24<sup>th</sup> day of December in the year of our Lord, one thousand 1901 hundred and one, between Silas Ware and Rachel Ware, his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Myron Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and fifty-five 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 if 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 Fourteen (14) on New Jersey street in the city of Lawrence, Douglas County, Kansas.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty-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 party of the second part

Payable twelve months after date with interest thereon according to 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 if 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 if 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

Jennie Hatt  
Having first been explained to parties of the first part who said they understood the same and made their marks hereon in my presence.

Silas Ware (SEAL)  
Rachel Ware (SEAL)  
mark (SEAL)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of December A. D. 1901, before me Jennie Hatt a Notary Public in and for said County and State, came Silas Ware and Rachel Ware, 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 30<sup>th</sup> Mch 1904 Jennie Hatt Notary Public

Filed for Record the 26<sup>th</sup> day of Dec A. D. 1901, at 5 o'clock P. M.  
H. J. S. Searns Register of Deeds

(The following is endorsed on the original instrument)  
This mortgage having been paid in full, this mortgage is hereby released and the debt hereby acknowledged. At witness my hand this 12<sup>th</sup> day of June, A. D. 1918.  
Jennie S. Boardman

Recorded June 15 1918  
Estelle D. Smith  
Register of Deeds

For Assignment See Book 57 Page 124