

MORTGAGE RECORD No. 38.

209

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

This Indenture, Made this 21st day of February in the year of our Lord, one thousand nine
hundred and one, between Alvin Ashwill and Ora Ashwill his wife,
of Centropolis in the County of
Douglas and State of Kansas, of the first part, and Moses M. Miller

of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand 00/100 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:

The west half (1/2) and the north east quarter (1/4) of the south west quarter of
Section No. Ten (10) Twp. No. Fifteen (15) Range No. Eighteen (18) containing 120
Acres more or less.

Res. Stamp 50c

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 we 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 Thousand 00/100 Dollars
according to the terms of one certain subordinate 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 and payable March 1st 1901 after date with interest as evidenced by 7 interest
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 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
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

H. H. Bliss Alvin Ashwill (SEAL.)
Ora Ashwill (SEAL.)
(SEAL.)

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

BE IT REMEMBERED, That on this 25th day of March A. D. 1901, before me

H. H. Bliss a Notary Public in and for said County and State, came

Alvin Ashwill and Ora Ashwill

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 Sept. 27th 1904 H. H. Bliss Notary Public

Filed for Record the 10th day of Jan A. D. 1902, at 10¹⁵ o'clock A. M.

E. A. Newman Register of Deeds

The following is enclosed are the original instrument.
The Note and the mortgage having been paid in full. This mortgage
is hereby released and the lien hereby created discharged.
Witness my hand this 10th day of February A. D. 1901.
Moses M. Miller

Recorded April 2nd 1901.
W. W. Levensworth,
Register of Deeds.