

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Twenty third day of January in the year of our Lord, one thousand fourteen hundred and two, between Lewis Simpson (widower)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Spencer

of the second part:

Witnesseth, That the said part if of the first part, in consideration of the sum of Fifteen hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he 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:

The north fifty seven (57) Acres of the south west quarter (1/4) of section Eighteen (18) Township Thirteen (13) Range Nineteen East of 6: P.M.

with all the appurtenances, and all the estate, title and interest of the said part if of the first part therein. And the said Lewis Simpson does hereby covenant and agree that at the delivery hereof he is 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 Fifteen hundred dollars according to the terms of one certain note and ten cents this day executed and delivered by the said him to the said part if of the second part his heirs or assigns

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 Lewis Simpson heirs and assigns.

IN WITNESS WHEREOF, The said part if of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lewis Simpson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 23 day of January A. D. 1902, before me a Notary Public in and for said County and State, came

Lewis Simpson 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 April 13 1905

John M. Newhill Notary Public

Filed for Record the 23 day of Jan A. D. 1902, at 4 o'clock P. M.

C. H. Spencer Register of Deeds

For release see Book 54, Page 245