MORTGAGE RECORD No. 38. MORTGAGE Standard Form, SAML DODSWORTH BOOK CO., LEAVENWORTH, SAN. in the year of our Lord, one thousand nevel This Indenture, Made this leverly thedday of January_ hundred and live _____, between Lewis Simpson a widower of Chinton Jourship _in the County of Douglas and State of Kansas, of the first part, and P. H. Petefish and M. E. Petefield of of the second part: The same place Witnesseth, That the said part of the first part, in consideration of the sum of Three hundred Dollars, to the said particl of the second part_Meen_ heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansasydescribed as follows, to wit: The north filly seven (51) acres of the south west quarter (14) of section number sighteen (13) in Township number therteen (13) South, of Range Rineteen (1) East of the sight Brincipal Meridian, Ransaswith all the appartenances, and all the estate, title and interest of the said part Wof the first part therein. And the said_ Lewis Simpson_ ___ doed hereby covenant and agree that the lawful owner_ of the premises, above granted, and seized of a good and indefeasible he is at the delivery hereof _____ estate of inheritance therein, free and clear of all incumbrances except mongages to the amount of fifteen hundred dollars,_ ... This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred dollars according to the terms of Bue certain promiscory note this day executed_ Lewis Sinkson to the said part 110 of the second part and delivered by the said _____ at the Merchants National Bank, Lawrence Ransas, Actober 1st 1902, with fiet interest at the rate of seven per cent per annum from date until faid. J 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 executors, administrators and assigns, at any time thereafter due and payable, and it shall be lawful for the said part ____ of the second part ____ 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 cost/ and charges of making such sales, and the overplus, if any there be, shall be paid by the part 11 making such sale, on demand, to the said rewis Simpson, his heirs and assigns. IN WITNESS WHEREOF, The said part for the first part had hereunto set he hand and seal the day and year first above written. Lewis Simpson ___(SEAL.) Signed, Sealed and Delivered in Presence of (SEAL.) (SEAL.) STATE OF KANSAS, County of Douglas _COUNTY ss. 23 ___day of ____ BE IT REMEMBERED, That on this _ January ____A. D. 1905, before me a Notary Public in and for said County and State, came James Brooks_ 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 November 5 1905 James Brooks Notary Public Jaw_ A. D. 1902, an 4 o'clock P. M. HADarcan Register of Deeds Filed for Record the 23" day of