

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. RAIL BODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 8<sup>th</sup> day of June in the year of our Lord, one thousand Nineteen hundred and one - 1901 - between Jacob R. Ulrich and Eva S. Ulrich, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and John S. Akers of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred 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 party 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:

South Twenty (20) acres of the east one half of the north west quarter of Section No. Twenty-two (22) Township No. Thirteen (13) South of Range No. Nineteen (19) East of the Sixth Principal Meridian, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob R. Ulrich and Eva S. Ulrich 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 Dollars according to the terms of one certain Note this day executed

and delivered by the said Jacob R. Ulrich and Eva S. Ulrich to the said party of the second part

Payable in five years with interest at six per cent per annum payable annually being for part of purchase price of said premises.

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 party 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 party making such sale, on demand, to the said Jacob R. Ulrich, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jacob R. Ulrich (SEAL.)  
Eva S. Ulrich (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 8 day of June A. D. 1901, before me

L. S. Steele

a Notary Public in and for said County and State, came

Jacob R. Ulrich and Eva S. Ulrich, 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 subscribed my name written:

My Commission Expires June 20 1902

L. S. Steele

Notary Public

Filed for Record the 5 day of May A. D. 1902, at 3:05 o'clock P.M.

L. S. Steele 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 same hereby created dishonored. As witness my hand this 10th day of July A.D. 1904. John S. Akers.

Recorded July 10<sup>th</sup> 1904. A. B. Cunningham, 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 same hereby created dishonored. As witness my hand this 10th day of July A.D. 1904. John S. Akers.