

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this 12<sup>th</sup> day of April in the year of our Lord, one thousand 1902  
hundred and two, between Justus Howell and Annette H. Howell, husband  
and wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Mrs. Elizabeth H. Middaugh,  
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One Thousand \$1000. 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 north eighty (80) acres of south east quarter (1/4) of section No. Eighteen (18)  
Township No. Twelve (12) South of Range No. Nineteen (19) East of the  
Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Justus Howell and Annette H. Howell do hereby covenant and agree that  
at the delivery hereof they 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

One Thousand Dollars

according to the terms of One certain Note this day executed  
and delivered by the said said parties to the said part of of the second part

Payable in five years with interest at six per cent per annum payable semi-  
annually.

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 her 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 Justus Howell - his -  
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

Justus Howell (SEAL)

Annette H. Howell (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 12 day of April A. D. 1902, before me

L. S. Steele

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

Justus Howell and Annette H. Howell - 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 16 day of April

A. D. 1902, at 8<sup>30</sup> o'clock A. M.

L. S. Steele

Register of Deeds

(This following is endorsed on the original instrument)

The note herein described having been paid in full, this mortgage is hereby released and the  
note thereby created discharged. As witness my hand and seal this 19th day of April, 1902.

Recorded Dec 19 1906

Flora L. Lawrence

Chas. C. Wright

Mrs. Elizabeth H. Middaugh  
now Elizabeth H. Turner

Harry B. Fisk

The following is endorsed on the original instrument.  
The note herein described having been paid in full