

# MORTGAGE RECORD No. 38.

281

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

This Indenture, Made this 8<sup>th</sup> day of April in the year of our Lord, one thousand Nineteen hundred and one, between Mary Angelina Adams (as widow) of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. H. Menger of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Two hundred and seven (\$207<sup>00</sup>) Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es 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:

Lot number thirty five (35) on New Hampshire street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary Angelina Adams do es hereby covenant and agree that at the delivery hereof she 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 (\$207<sup>00</sup>) according to the terms of One certain Note this day executed and delivered by the said Mary Angelina Adams to the said part of of the second part

and due in two years with interest at the rate of 8% per annum from date until paid, interest payable 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 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 Mary Angelina Adams, her heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Mary Adams

Mary Angelina Adams (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of April A. D. 1901, before me

E. H. Menger

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

Mary Angelina Adams (as widow)

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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 16 1904

E. H. Menger

Notary Public

Filed for Record the 9<sup>th</sup> day of May A. D. 1901, at 10<sup>30</sup> o'clock A. M.

E. H. Menger

Register of Deeds

The following is recorded on the original instrument. The note being described having been paid in full this mortgage is hereby released and the title thereto created discharged. At witness my hand this 19<sup>th</sup> day of February, A.D. 1904. E. H. Menger.

Recorded Feb 19<sup>th</sup> 1904. W. H. Menger, Register of Deeds.